

STATE OF MINNESOTA
COUNTY OF RAMSEY

DISTRICT COURT
SECOND JUDICIAL DISTRICT
CIVIL OTHER/MISCELLANEOUS

Amy Farah,

Case No.

Plaintiff,

v.

SUMMONS

Housing Hub, LLC, and Lawrence H. Kasella,
Jr.,

Defendants.

**THIS SUMMONS IS DIRECTED TO THE ABOVE-NAMED DEFENDANTS
HOUSING HUB, LLC AND LAWRENCE H. KASELLA, JR., AKA LARRY
KASELLA.**

1. **You are being sued.** The Plaintiff has started a lawsuit against you. The *Complaint* is attached to this *Summons*. Do not throw these papers away. They are official papers that start a lawsuit and affect your legal rights, even if nothing has been filed with the court and even if there is no court file number on this *Summons*.

2. **You must BOTH reply, in writing, AND get a copy of your reply to the person/business who is suing you within 21 days to protect your rights.** Your reply is called an *Answer*. Getting your reply to the Plaintiffs is called service. You must serve a copy of your *Answer or Answer and Counterclaim* (Answer) within 21 days from the date you received the *Summons* and *Complaint*.

ANSWER: You can find the *Answer* form and instructions on the MN Judicial Branch website at www.mncourts.gov/forms under the "Civil" category. The instructions will explain in detail how to fill out the *Answer* form.

3. **You must respond to each claim.** The *Answer* is your written response to the Plaintiff's *Complaint*. In your *Answer* you must state whether you agree or disagree with each paragraph of the *Complaint*. If you think the Plaintiff should not be given everything they asked for in the *Complaint*, you must say that in your *Answer*.

4. **SERVICE: You may lose your case if you do not send a written response to the Plaintiff.** If you do not serve a written *Answer* within 21 days, you may lose this case by default. You will not get to tell your side of the story. If you choose not to respond, the Plaintiffs may be awarded everything they asked for in their *Complaint*. If you agree with the claims stated in the

Complaint, you don't need to respond. A default judgment can then be entered against you for what the Plaintiff asked for in the *Complaint*.

To protect your rights, you must serve a copy of your *Answer* on the person who signed this *Summons* in person or by mail at this address:

HOUSING JUSTICE CENTER
Northwestern Building
275 East Fourth Street, Suite 590
Saint Paul, MN 55101


5. Carefully read the Instructions (CIV301) for the *Answer* for your next steps.
6. **Legal Assistance.** You may wish to get legal help from an attorney. If you do not have an attorney and would like legal help:
 - Visit www.mncourts.gov/selfhelp and click on the "Legal Advice Clinics" tab to get more information about legal clinics in each Minnesota county.
 - Court Administration may have information about places where you can get legal assistance.

NOTE: Even if you cannot get legal help, you must still serve a written *Answer* to protect your rights or you may lose the case.

7. **Alternative Dispute Resolution (ADR).** The parties may agree to or be ordered to participate in an ADR process under Rule 114 of the Minnesota Rules of Practice. You must still serve your written *Answer*, even if you expect to use ADR.

Date: August 1, 2023

HOUSING JUSTICE CENTER



Jessica Szuminski (#0402843)
Northwestern Building
275 East Fourth Street, Suite 590
Saint Paul, MN 55101
Phone: 612-807-1139
jsuminski@hjcmmn.org

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COUNTY OF RAMSEY

DISTRICT COURT
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Amy Farah,

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Plaintiff,

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COMPLAINT

Housing Hub, LLC, and Lawrence H. Kasella,
Jr.,

Defendants.

Plaintiff Amy Farah alleges as follows against Defendants Housing Hub, LLC, and Lawrence H. Kasella, Jr. (collectively, “Defendants”):

INTRODUCTION

1. Beginning in 2022, Defendants Housing Hub and Lawrence H. Kasella have flagrantly violated the City of St. Paul’s 3% rent increase limit by increasing Plaintiff Amy Farah’s monthly rent by a staggering **48.17%** without any attempt to engage in the City’s administrative process for seeking an exception. Over the last year, Defendants have ignored at least two demands by the City of St. Paul to comply with its rent stabilization law and have now doubled down on its unlawful conduct by once again raising Ms. Farah’s already illegally excessive rent more than 3%. Thus, Defendants have and are continuing to charge and collect thousands of dollars in illegal rent from Ms. Farah—and are likely engaging in this same unlawful conduct across other St. Paul properties. This lawsuit seeks to put a stop to Defendants’ illegal rent gouging and remedy the harm done to Ms. Farah and other St. Paul tenants.

2. Defendant Kasella purports to own a rental duplex property at 416 Daly Street, St. Paul, MN 55102 (“the Property”), as well as at least seven other properties in St. Paul. Defendant

Housing Hub, LLC manages the Property, as well as numerous other properties in St. Paul. Ms. Farah and her adult daughter have resided at the Property since July 1, 2016, when they first rented from the original owner. Defendants acquired ownership and assumed management at some point prior to the time of Ms. Farah's lease renewal in 2022. In a new lease term beginning on June 1, 2022, Defendants increased Ms. Farah's rent from a total of \$1,150 per month to \$1,704 per month. This increase of \$554 equates to a 48.17% increase in Ms. Farah's monthly rent.

3. The City of Saint Paul ("the City") has enacted a rent stabilization ordinance ("the Ordinance") designed to protect tenants from this exact scenario of a drastic and sudden rent increase. The Ordinance took effect on May 1, 2022, prohibiting landlords from increasing a tenant's rent by more than 3% in a 12-month period, unless the landlord requests an exemption from the City. Despite this, Defendants forced a 48% rent increase upon Ms. Farah after the Ordinance took effect and without making any effort to comply with the Ordinance's requirements. Defendants have charged Ms. Farah this unlawfully elevated rent since June 1, 2022, and they sought renewal of her lease starting June 1, 2023, with another rental increase that unlawfully exceeds 3%.

4. In addition to their blatant violation of St. Paul's rent stabilization ordinance, Defendants have failed to maintain the Property to the degree that Ms. Farah has not been able to safely use the entire property.

5. Ms. Farah brings this action on her own behalf and as a private attorney general under Minn. Stat. § 8.31, subdivision 3a, to stop Defendants from continuing to charge illegal rent and start providing healthy and safe rental property.

PARTIES

6. Plaintiff Amy Farah has been a residential tenant at 416 Daly Street #1, St. Paul, Minnesota 55102 (“the Property”) since July 1, 2016. Ms. Farah lives there with her adult daughter, Breanna Knott. Ms. Farah and her daughter continued to live at the Property after Defendants assumed ownership and management in 2022.

7. Defendant Housing Hub, LLC is a Minnesota Limited Liability Company that is a citizen of Minnesota operating as a property management company with a principal place of business at 351 Kellogg Boulevard East, St. Paul, Minnesota 55101. Housing Hub is the property manager at the Property and its employees are usually the direct actors and communicators of the illegal conduct alleged herein.

8. Defendant Lawrence H. Kasella, Jr., aka Larry Kasella, is the purported owner of the Property and a citizen of Minnesota, domiciled at 12166 Gantry Lane, Apple Valley, Minnesota 55124.

9. Defendants are subject to liability under Minn. Stat. § 504B.001, subdivision 7, which defines “landlord” as “an owner of real property, a contract for deed vendee, receiver, executor, trustee, lessee, agent, or other person directly or indirectly in control of rental property.”

10. Venue is proper in Ramsey County under Minn. Stat. § 542.09 because the cause of action arose in the City of St. Paul in Ramsey County, Minnesota.

FACTS

A. Defendants Took Over the Property as Ms. Farah’s Landlord

11. Ms. Farah and her adult daughter have rented the lower unit in the Property at 416 Daly Street, St. Paul, MN 55102 since July 1, 2016. When they moved in, the Property was

owned and managed by a landlord not subject to this complaint. At some point prior to Ms. Farah's lease renewal in 2022, Defendant Kasella purchased the Property and now owns it through trusts named for him and his wife, Lawrence H. Kasella Jr. Trust and Nancy E. Kasella Trust. Yet Defendant Kasella falsely represents himself as the actual owner in lease agreements and in communications with the tenants and property managers. Defendant Housing Hub, LLC is a Minnesota-based property management company that manages the Property on Defendant Kasella's behalf. Once the Defendants assumed ownership and management of the Property, Ms. Farah's experience as a tenant of the Property quickly took a turn for the worse.

B. Defendants Violated St. Paul's Rent Stabilization Ordinance

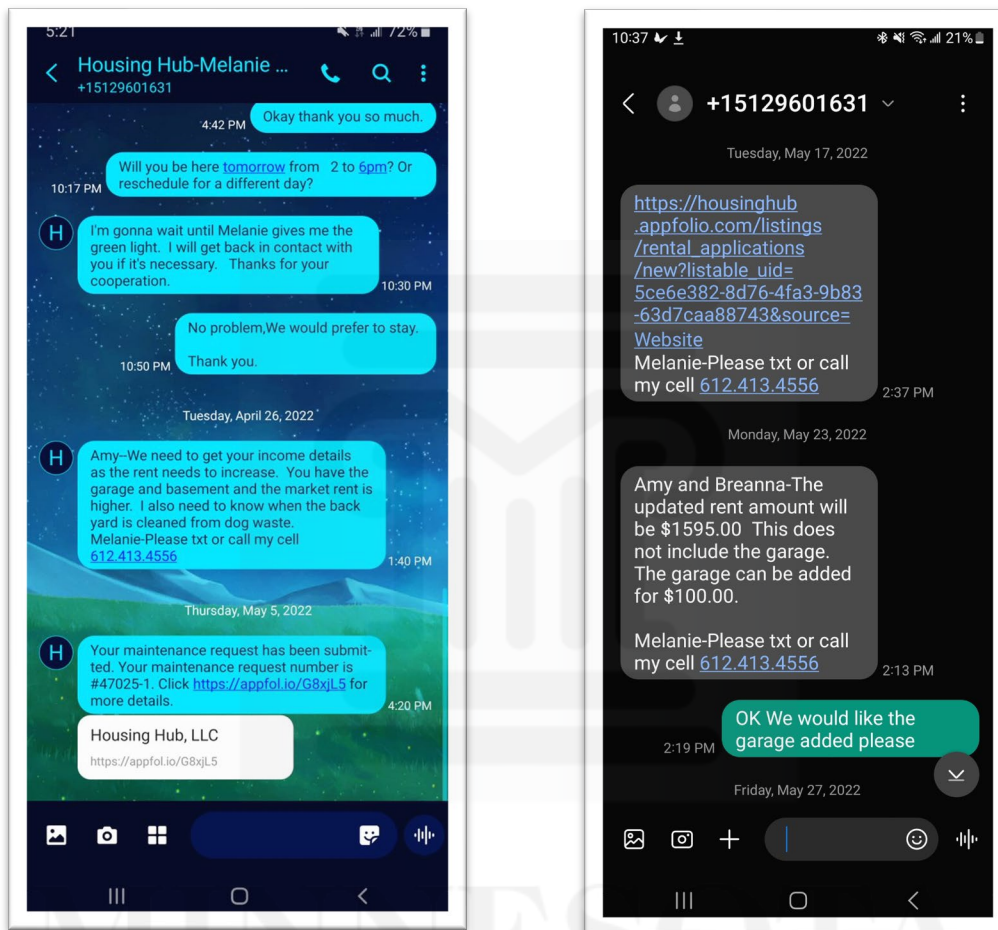
12. The Property is located within the City of Saint Paul ("the City"). After succeeding in a ballot referendum with Saint Paul voters in November 2021, Saint Paul's rent stabilization ordinance ("the Ordinance") took effect on May 1, 2022. The Ordinance prohibits landlords, such as Defendants, from increasing rent by more than 3% in a calendar year without City approval pursuant to an administrative procedure for seeking exceptions to the 3% cap. The Ordinance has since been amended by the City but maintains the presumptive 3% rent increase limit. Both Defendants have multiple properties in Saint Paul and are aware of the Ordinance's requirements.

13. Nonetheless, Defendants ignored the requirements of the Ordinance and imposed a 48.17% rent hike upon Ms. Farah. Her monthly rent went from \$1,150 per month prior to June 2022 to \$1,704 per month starting June 1, 2022. The \$1,704 figure includes a charge of \$1,595 for the base rent, as well as a new \$100 fee for a garage rental that had previously been included in the base rent as well as a \$9 "monthly admin fee." (See Exhibit 1.) Both new fees count as rent under the Ordinance and are subject to the 3% limitation.

14. Defendants never requested an exemption from the City to exceed the 3% cap.¹ Before Ms. Farah received the notice of rental increase, a Housing Hub employee called Ms. Farah to ask how much of a rental increase she could afford because the owner wanted to raise the rent to match “the market rent.” Housing Hub followed up this phone call with texts on April 26, 2022, and May 23, 2022. Despite Ms. Farah indicating she could not afford much increase at all due to her fixed income, Defendants went ahead with the 48.17% increase. When Ms. Farah first learned about rent stabilization, she called Defendant Housing Hub to complain about the rent increase. Defendants represented to Ms. Farah that they were authorized to increase the rent that much because of changes being made to the property. None of these alleged changes were for the benefit of Ms. Farah’s downstairs unit; rather, Defendants were planning renovations for the upstairs unit.

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¹ Moreover, even had Defendants engaged in the legally required process for requesting a rent increase, at the time of the June 2022 rent increase, lawful increases were limited to 15% following a staff-determination process through the City’s Department of Safety and Inspections.



15. After complaining to Defendants to no avail, Ms. Farah submitted a complaint to the City and its Department of Safety and Inspections on May 6, 2022, alerting them to Defendants' unlawful increase of her rent and requesting relief and intervention. In response, the City sent at least two letters to the Defendants informing them of the Ordinance and the exemption process; one dated June 2, 2022, was addressed to "Nancy E. & Laurence [sic] Kasella," and another was dated June 24, 2022, and addressed to Housing Hub, attached to this complaint as Exhibits 4 and 5. The letters were otherwise identical, stating that the Defendants must either begin the appropriate procedures to request an increase greater than 3% or else reduce the amount of their increase to the allowable threshold. The letters warned that "failure to

comply with the ordinance may result in litigation, a criminal citation, or any other remedy available at equity or law.” (Exhibits 4, 5.)

16. Defendants deliberately disregarded these notices from the City and continued to charge Ms. Farah monthly at the unlawful rental rate.

17. In order to avoid the risk of losing their home, Ms. Farah and her daughter have been consistently paying the rental rate sought by Defendants since June 1, 2022, resulting in thousands of dollars unlawfully kept by Defendants.

18. This year, Defendants again illegally raised Ms. Farah’s rent for the rental period beginning June 1, 2023. The renewal that Defendants offered to Ms. Farah raises the rent to \$1,777 per month, increasing the base rent and monthly admin fee by \$48 and adding a new \$25 fee for pet rent, which had previously been included in the base rental charge. (See Exhibits 2, 3.) The renewal also included a charge for converting to a month-to-month lease, meaning the actual new monthly rate for Ms. Farah’s rent is \$1,801.92. This \$97.92 increase in rent equals a 5.74% increase from the \$1,704 rate, a number which was already illegally excessive. Again, Defendants did not apply for and were not approved for an exemption from the Ordinance.

The screenshot shows the Housing Hub app interface. The top navigation bar includes the user's name 'Amy Farah', the Housing Hub logo, and the property address '416 Daly St - Lower, Saint Paul, MN 55102'. The main content area is divided into two sections: 'August (Next Month)' and 'Past Payments'.

August (Next Month) Payment Summary:

Description	Amount
Garage Lower Due on 08/01/2023	\$100.00
Housing Hub Tenant Admin Fee Due on 08/01/2023	\$12.00
Rent Income Due on 08/01/2023	\$1,640.00
Pet Rent Due on 08/01/2023	\$25.00
Your Credits & Prepayments	-\$1,777.00
Total Balance	\$0.00

Past Payments:

- Paid on 07/26/2023: \$1,777.00 (Confirmation #: 7B3D-5880)
- Paid on 06/27/2023: \$1,777.00 (Confirmation #: 8273-08E0)
- Paid on 05/26/2023: \$2,076.00 (Confirmation #: 1814-D450)
- Paid on 04/28/2023: \$1,704.00 (Confirmation #: 4C53-0890)

19. On information and belief, Defendants are charging illegally excessive rents and engaging in other violations of the Ordinance at other properties it owns and manages. The phone call described above from Housing Hub, along with its deliberate disregard of St. Paul's rent stabilization law in this case, indicate that Defendants have instituted illegal rent increases as a systematic element of their rental practices in St. Paul.

C. Defendants Violate the Health and Safety Obligations of Lease and Law

20. Defendants' standard lease and other tenant communications are replete with express misrepresentations and omissions intended to mislead Ms. Farah and other tenants into leasing Defendants' Properties and/or not asserting their tenant rights to housing that complies with local and state health and safety laws.

21. Defendants' standard lease falsely states that:

Landlord Promises (per Minn. Stat. 504B.161):

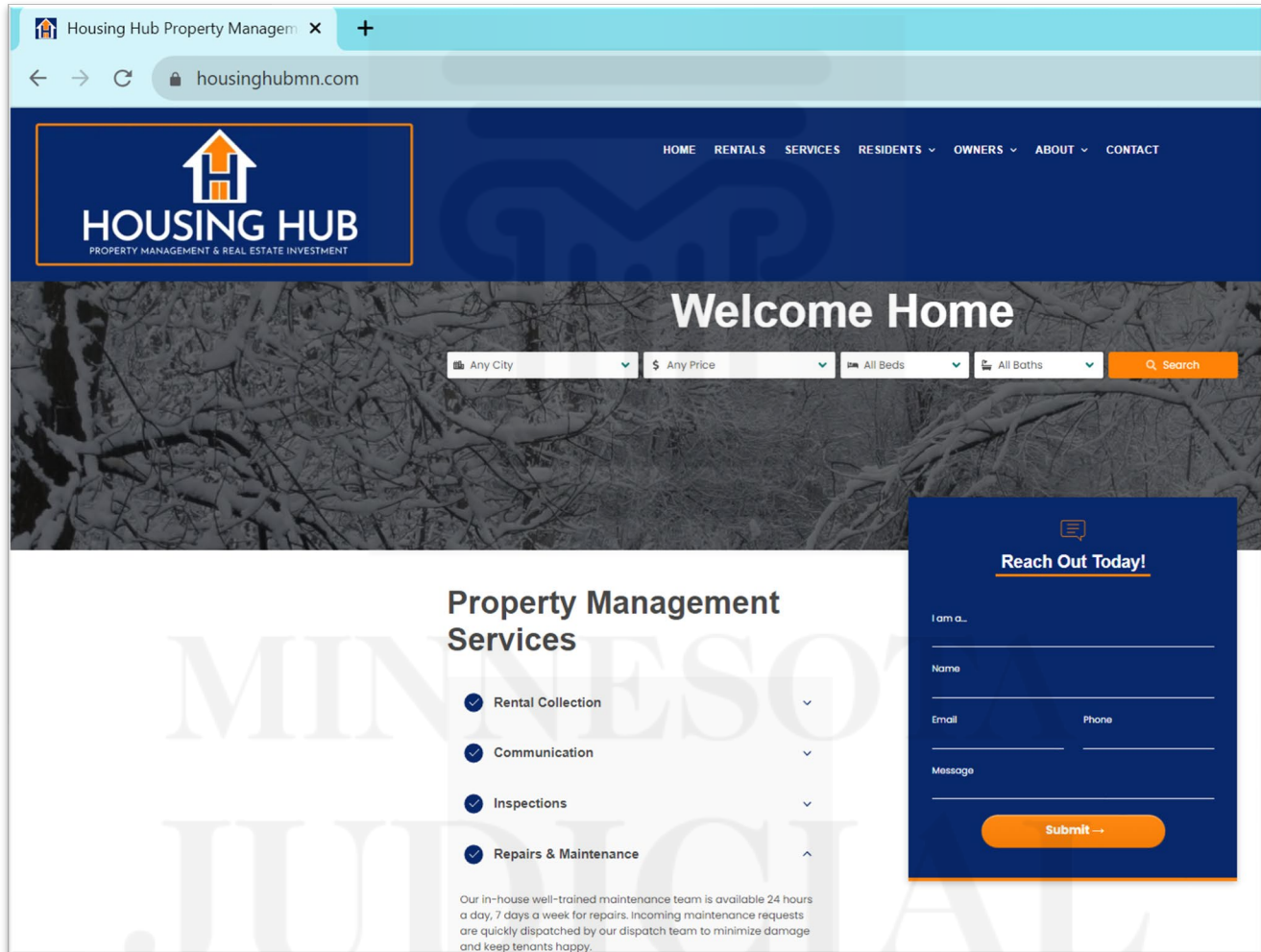
- a. That the premises and all common areas are fit for residential use;
- b. To keep the premises in reasonable repair and make necessary repairs within a reasonable time after written notice by Tenant(s), except when damage is caused by intentional or negligent conduct of the Tenant(s) or his/her guests, then it is the Tenant's financial responsibility to remedy;
- c. To maintain the premises in compliance with the applicable health and safety codes, except when a violation of the health and safety codes has been caused by the intentional misuse or negligent conduct of the Tenant(s) or his/her guests, then it is the Tenant's responsibility. . . . ; AND
- d. To keep the common areas safe, clean, and in good condition.

(Ex. 1) Housing Hub, MN Residential Lease Agreement, p. 4, ¶ 16.

22. Housing Hub also makes false representations about its property management services in its public advertisements, including false statements that it provides "well-trained

maintenance [that] is available 24 hours a day, 7 days a week for repairs” in which “[i]ncoming maintenance requests are quickly dispatched . . . to minimize damage and keep tenants happy.”

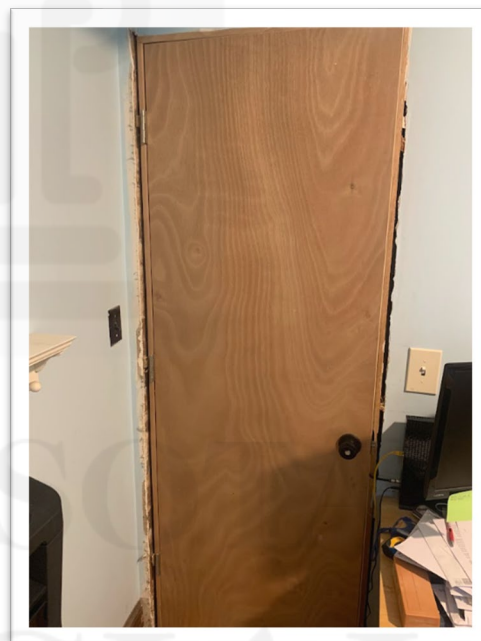
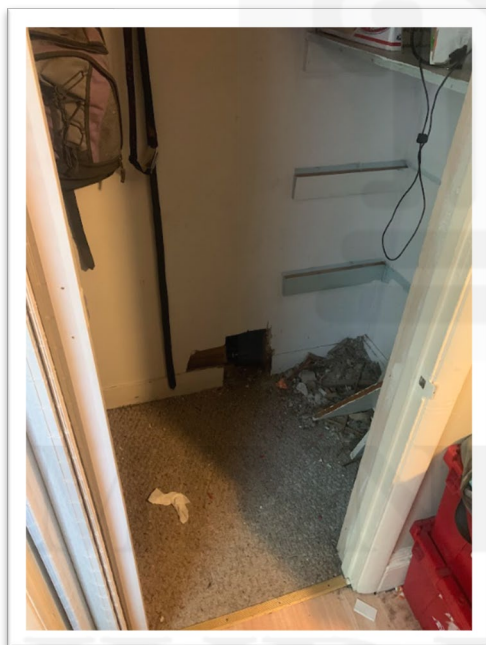
Welcome Home, Housing Hub (last visited July 31, 2023), <https://www.housinghubmn.com>.

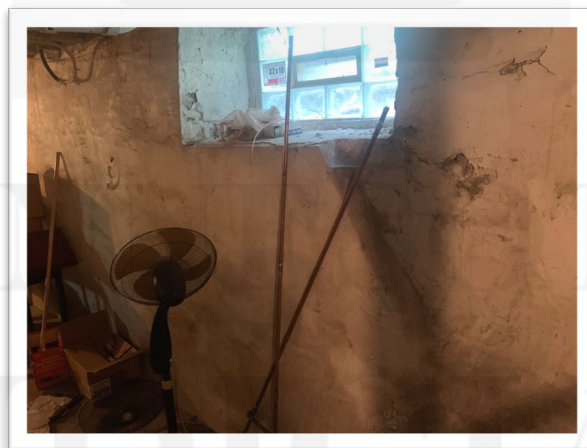
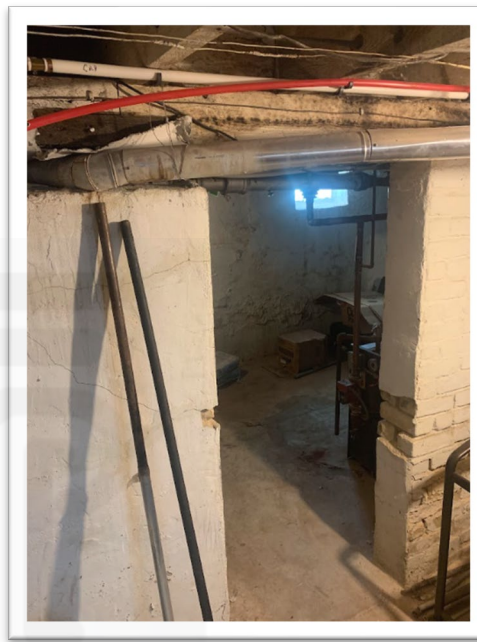
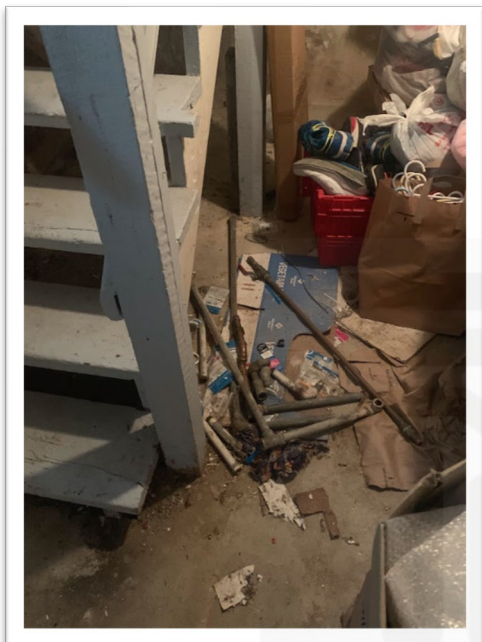


23. None of these representations are true.

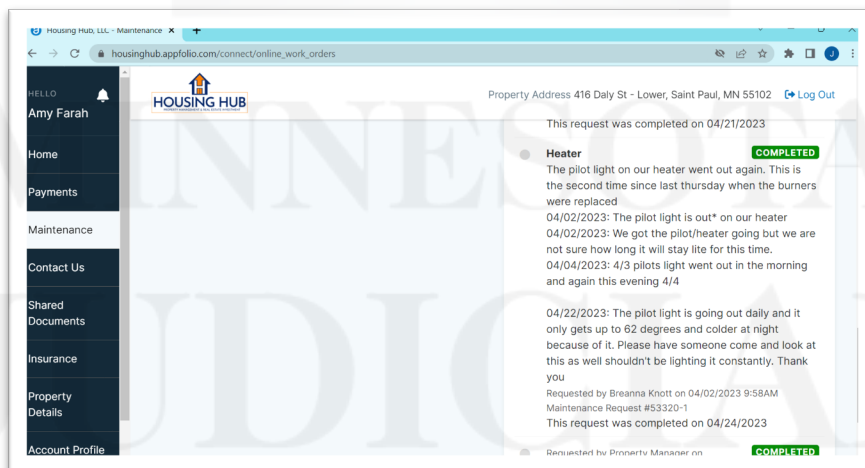
24. Ms. Farah has submitted numerous requests for maintenance repairs needed at the Property through Defendants’ online tenant portal. Instead of completing all needed repairs, Defendants will mark certain requests as “completed” through the system despite not sending anyone to the Property to address the request. In the instances where Defendants do send a maintenance person to the Property, repairs are only partially completed at best before marking

the request as “completed,” leaving the original issue unresolved. Further, maintenance workers frequently appear at the property without any notice being provided to Ms. Farah or her daughter. If notice is given, maintenance will appear at times other than what was stated by Defendants. Defendants repeatedly leave maintenance projects unfinished; a maintenance worker will begin a necessary project but will fail to complete it, leaving behind debris, old pipes, or other waste that inhibits Ms. Farah’s use of the Property.





25. One especially serious example of Defendants' failure to provide necessary maintenance to the Property is the water heater and furnace. When the water heater was broken and needed repairs, Defendants replaced only one of the necessary parts, leaving the heater in a substandard state. The furnace emitted dangerous levels of carbon monoxide. The pilot light continues to extinguish on its own, requiring Ms. Farah or her daughter to manually relight it each time. Defendants have been made aware of these persistent and dangerous issues, yet the issues persist.



26. Defendants have also failed to maintain the outside grounds as promised to the tenants. The Parties' lease agreement states that any snow and ice accumulation greater than 1" is the responsibility of the Defendants to remove. In the 2022-2023 winter season, Minnesota experienced record-breaking snowfalls, with multiple snowfalls depositing more than 1" of snow at a time. Instead of plowing or shoveling the lots and sidewalks as promised, the Defendants

allowed snow and ice to accumulate to dangerous levels, making it difficult or impossible to utilize the parking lot.

27. Outside of snow season, Defendants also violated their promise to mow the lawn and maintain the yard. At one point, the lawn had been neglected for so long that the grass grew to approximately knee height, far exceeding eight inches. The excessive height of the grass and failure to maintain the lawn caused Ms. Farah, who is physically disabled, to trip and fall in the grass. Defendants' failure to maintain the lawn makes it difficult for Ms. Farah and her daughter to clean up after their dog, which Defendants then criticize Ms. Farah for not properly cleaning up. Defendants also leave personal property on the lawn. Defendants have failed to remove the objects.

28. Defendants also fail to respond to emergency maintenance requests appropriately. One night during a rainstorm, water began leaking into Ms. Farah's office through the wall above the window. When she contacted the emergency maintenance, no one responded. In fact, to this day no one has come to address the leak and resulting repairs that are needed.

29. As the owner and property manager of a residential building with occupants present, Defendants must comply with a wide array of the health and safety laws enacted to protect the tenants and public from unsafe environmental and living conditions in the course of maintenance and repair activities, including but not limited to the Minnesota Building Code, Minn. R. 1300.0120, .0210 (inspection and permitting requirements for repair); the St. Paul Building Code, St. Paul, Minn., Legislative Code § 33.03 (same); and the St. Paul Property Maintenance Code, St. Paul, Minn., Legislative Code §§ 34.08, 34.09, 34.10 (maintenance requirements for interior and exterior of apartment dwellings) and §§ 45.04, 45.04, 113.02,

113.03 (requirements for lawn maintenance and snow removal, prohibitions on creating nuisance). Defendants' actions have resulted in several violations of these requirements.

D. Plaintiff Is a Vulnerable Adult Illegally Exploited by Defendants

30. Ms. Farah suffers from severe scoliosis and degenerative disc disease. These conditions prevent her from walking more than short distances or standing for extended periods of time. She is unable to receive the surgery that could ease her condition and her pain due to her weight, which she is unable to change due to her inability to move without extreme pain. Her physical impairment substantially limits several major life activities, including walking and the ability to work. Ms. Farah also suffers from severe depression, making her day-to-day activities even more difficult. Ms. Farah is currently in the process of applying for social security disability benefits.

31. Ms. Farah relies on her daughter for nearly full-time care and support. Without her daughter's assistance, Ms. Farah would not be able to adequately provide for her own care. Ms. Farah's daughter manages their household, including buying all groceries, cooking meals, cleaning and maintaining the home, and transporting Ms. Farah to all of her medical appointments. Ms. Farah relies on her daughter's income to be able to afford rent, food, clothes, healthcare, and other daily living expenses. The extent of Ms. Farah's disabilities makes her particularly vulnerable to maltreatment because she does not have the mobility or access to resources that are generally needed to protect oneself from maltreatment.

32. Defendants are aware of Ms. Farah's condition because she has notified them that she is disabled, and she has special disability plates displayed on her vehicle. She has expressed concerns to her landlord that their lack of maintenance of the Property is particularly problematic due to the extent of her disabilities and how treacherous it can be for her to navigate the Property

when it is not maintained. Yet Defendants continue to exploit Ms. Farah's vulnerable status by illegally increasing the rent and failing to safely maintain the property.

E. Plaintiff's Private Attorney General Status

33. Minn. Stat. § 8.31, subd. 3a, permits "any person injured by a violation of any of the laws referred to in subdivision 1" to become a private attorney general who "may bring a civil action and recover damages, together with costs and disbursements, including costs of investigation and reasonable attorney's fees, and receive other equitable relief as determined by the court." Subdivision 1 identifies "the law of this state respecting unfair, discriminatory, and other unlawful practices in business, commerce, or trade" as being enforceable by the private attorney general. Thus, all claims brought in this Complaint respecting unfair and other unlawful practices in business are brought under the private attorney general provision of Minn. Stat. § 8.31, subd. 3a.

34. Prosecution of this claim as private attorney general will provide a significant public benefit. Defendants' unlawful and unfair practices of consumer fraud and violation of tenant-protection statutes threaten the health, safety, and welfare of Ms. Farah, other tenants of the Defendants, and the public in general. This lawsuit seeks equitable relief that would stop and remedy Defendants' unlawful conduct not just with respect to Ms. Farah but with respect to all current and future tenants renting from Defendants. According to Defendant Housing Hub LLC's own website, it manages "over 400 properties and over 3000 tenants" across the Twin Cities region. *About Us*, Housing Hub (last visited July 31, 2023), <https://www.housinghubmn.com/about-us>. 1,500 of these units are in Saint Paul. *See* Katie Galioto, *For Some St. Paul Tenants, Rent Control Falls Short*, StarTribune (June 30, 2023), <https://www.startribune.com/st-paul-rent-control-falls-short-some-tenants/600286358/>. As

verified through Ramsey County property tax records, Defendant Kasella owns at least seven other duplex rental properties in Saint Paul.

35. A private attorney general lawsuit is especially necessary here, where the Defendants' business model involves a pervasive disregard for the law. Indeed, the Minnesota Attorney General previously brought an investigation and enforcement actions against Defendant Housing Hub's practices after discovering Housing Hub's unlawful practice of illegally retaining security deposits. *See Assurance of Continuance, Minnesota v. Housing Hub, LLC*, Case No. 62-CV-23-1273, Mar. 21, 2023, Index No. 4. Yet Housing Hub continues to blatantly ignore Minnesota and St. Paul landlord-tenant law.

36. Defendants' repeated pattern and practice of wrongdoing alleged in this Complaint and their significant rental business operations in Minnesota make it clear that they will not voluntarily stop their illegal practices without the prospect of court intervention, injunctive relief, and the imposition of damages and attorneys' fees that force them to recalculate the costs of their unlawful business practices.

37. Under the private attorney general statute, Ms. Farah and other tenants of Defendants are entitled to injunctive relief to restrain continued unfair, discriminatory, and other unlawful practices, as well as the equitable remedies of restitution and disgorgement. She is also entitled to damages caused by Defendants' unlawful conduct, as well as an award of costs of investigation and attorney's fees.

F. Defendants' Unlawful Conduct Has Caused Injury to Plaintiff

38. The unlawful practices of Defendants have proximately caused actual injury to Ms. Farah. Defendants' unlawful conduct has caused Ms. Farah: (1) to enter into leases that she would not otherwise have entered into, (2) to pay rent and other fees and costs that Defendants

did not have the legal right to charge and collect, (3) to incur additional economic costs to file complaints with the City of St. Paul and respond to Defendants' unlawful conduct, (4) to not receive the full value of her lease because she is not able to enjoy safe and habitable living conditions, and (5) incur significant emotional distress from substandard living conditions and illegally heightened rental fees.

COUNT ONE

Violation of St. Paul Residential Rent Stabilization, St. Paul Ord. § 193A.04

39. Ms. Farah restates and realleges the foregoing paragraphs as if fully stated and alleged herein.

40. St. Paul City Ordinance § 193A.04 states:

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 except as otherwise allowed under sections 193A.06 or 193A.08.

41. St. Paul City Ordinance § 193A.06 creates a process for landlords to request exceptions to the limitations on rent increased in § 193A.04 based on a reasonable return on investment. Defendants never applied for such an exception in the 2022 or 2023 rental periods, so § 193A.06 does not apply.

42. St. Paul City Ordinance § 193A.08 delineates categories of housing that are generally exempted from the City's rent stabilization. These exemptions were not yet enacted at the time of the initial rental increase, so they do not apply. Further, Ms. Farah's residence at 416 Daly Street does not fall under any of these categories, so § 193A.08 does not apply to any rental increases moving forward. Thus, the protections of § 193A.04 apply to 416 Daly Street.

43. Ms. Farah is entitled to bring this claim under St. Paul City Ordinance § 193A.09(b), which states:

Any tenant aggrieved by a landlord's non-compliance with this chapter may seek equitable relief in any court of competent jurisdiction to the extent permitted by law.

44. Defendants' actions violate St. Paul City Ordinance § 193A.04. Defendants demanded, charged, and accepted rent from Ms. Farah with an increase of more than 3% within a 12-month period, and Defendants are attempting to increase Ms. Farah's rent by more than 3% yet again.

45. Ms. Farah is entitled to injunctive relief to restrain continued violations of St. Paul City Ordinance § 193A.04 by Defendants, as well as the equitable remedies of restitution, rescission, and disgorgement of all amounts illegally charged and collected.

46. Defendants' actions caused Ms. Farah injury and damages, entitling her to the categories of remedies identified in this Complaint and in the Requested Relief section of this Complaint, including the unlawful payments of rent that must now be returned to Ms. Farah.

COUNT TWO

Breach of Lease/Statutory Covenants of Habitability, Minn. Stat. § 504B.161

47. Ms. Farah restates and realleges the foregoing paragraphs as if fully stated and alleged herein.

48. Minn. Stat. § 504B.161, subd. 1(a), states:

In every lease or license of residential premises, the landlord or licensor covenants:

(1) that the premises and all common areas are fit for the use intended by the parties;

(2) to keep the premises in reasonable repair during the term of the lease or license, . . . ; [and]

. . .

(4) to maintain the premises in compliance with the applicable health and safety laws of the state, and of the local units of government where the premises are located during the term of the lease or license,

49. Minn. Stat. § 504B.161, subd. 1(b), states that “[t]he parties to a lease or license of residential premises may not waive or modify the covenants [of habitability] imposed by this section.”

50. Echoing the statutory covenants of Minn. Stat. § 504B.161, Defendants make similar promises in the “Landlord Promises” section of the lease.

51. Defendants’ actions violate the lease and Minn. Stat. § 504B.161, subds. 1(a)(1) and (2). Defendants’ actions make the leased premises unfit and non-habitable for the tenants for the reasons identified above.

52. Defendants’ actions violate the lease and Minn. Stat. § 504B.161, subd. 1(a)(4). The conditions of the property violate multiple state and municipal health and safety laws, including the violation of the local health and safety law prohibiting an increase of rent in excess of 3% within a 12-month period.

53. Defendants’ actions breach “Landlord promises” in their lease with Ms. Farah.

54. Defendants breach the lease because Lawrence Kasella is identified as the owner of the Property but is not the actual owner of the Property.

55. Defendants’ actions caused Ms. Farah injury and damages, entitling Ms. Farah to the categories of remedies identified in the Requested Relief section of this Complaint, including the payment of rent that must now be returned to the tenants.

COUNT THREE

Violation of Minnesota Consumer Fraud Act and Violation of Consumer Fraud Act Against a Disabled Person, Minn. Stat. §§ 325F.69, 325F.70, 325F.71

56. Ms. Farah restates and realleges the foregoing paragraphs as if fully stated and alleged herein.

57. The Consumer Fraud Act, Minn. Stat. § 325F.69, subd. 1, prohibits the “act, use, or employment by any person of any fraud, unfair or unconscionable practice, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent others rely thereon in connection with the sale of any merchandise.”

- a. The lease of real property constitutes the sale of merchandise under Minn. Stat. § 325F.68.
- b. Recognizing the “lack of affordable rental housing and the inequality of bargaining power between residential landlords and tenants, particularly low and moderate income tenants,” Minnesota courts have applied the Minnesota Consumer Fraud Act “to halt the use of deceptive landlord practices which take advantage of an already unequal bargaining position.” *Love v. Amsler*, 441 N.W.2d 555, 559 (Minn. Ct. App. 1989), *rev. denied* (Minn. Aug. 15, 1989).

58. Minnesota law defines an “unfair or unconscionable act or practice” as “any method of competition, act, or practice that: (1) offends public policy as established by the statutes, rules, or common law of Minnesota; (2) is unethical, oppressive, or unscrupulous; or (3) is substantially injurious to consumers.” Minn. Stat. § 325F.69, subd. 8 (2023).

59. Minnesota consumer protection law allows for an additional civil penalty when an actor liable under the Consumer Fraud Act perpetrates their conduct against a disabled person. Minn. Stat. § 325F.71, subd. 2(a). In such a circumstance, the perpetrator “is liable for an additional civil penalty not to exceed \$10,000 for each violation, if one or more of the factors in paragraph (b) are present.” *Id.*

- a. These factors include: “whether the defendant knew or should have known that the defendant's conduct was directed to one or more senior citizens or disabled persons” and “whether one or more senior citizens or disabled persons are more vulnerable to the defendant's conduct than other members of the public because of age, poor health or infirmity, impaired understanding, restricted mobility, or disability, and actually suffered physical, emotional, or economic damage resulting from the defendant's conduct.” *Id.*, subd. 2(b).
- b. As described above, Defendants knew or should have known that Ms. Farah was a disabled person. Due to Ms. Farah’s restricted mobility and disability, she is more vulnerable to the Defendants’ conduct, and as a result of the Defendants’ conduct, she suffered actual physical, emotional, and economic damage.

60. Defendants have made multiple misrepresentations and misleading statements to, have omitted material facts when making statements to, and have engaged in deceptive practices toward Ms. Farah and other tenants with the intent that the tenants rely on them, including but not limited to the following:

- a. Defendants falsely represented that they had legal authority to charge and collect rental fees that increased by more than 3% within a 12-month period, when they did not.
- b. Defendants falsely represented that they would comply with the covenants of habitability in the lease and under Minn. Stat. § 504B.161, when they did not.

- c. Defendants falsely represented that the Property is being operated in compliance with local health and safety law and is maintained, when it was not.
- d. Defendants falsely represent on the web portal that requested repairs are “completed,” when in fact they are not.
- e. Defendants falsely represented that Lawrence Kasella, Jr., was owner of the Property, when he was not.

61. As further described above, these misrepresentations, misleading statements, and omissions (“what”) were made by Defendants (typically via written documents, oral communications, or omissions by Housing Hub) on their own behalf and as the agent(s) for the Property (“who”) before, during, and after leasing units to the residential tenants (“when”) on its websites, in its application materials, in its leases, in oral communications, in its web portal communications, and in other communications at the Property (“where” and “how”).

62. Defendants made all of the above representations with the intent that Ms. Farah would rely on them in deciding to enter into leases, pay rent, pay fees, pay security deposits, and make plans to move into and move from the Property.

63. Ms. Farah relied on the above representations when deciding to enter into a lease, pay rent, pay fees, and make plans to remain in the Property when the Defendants assumed ownership and management of the Property.

64. When Defendants communicate with Ms. Farah and other tenants about their authority to rent, the condition of the property, the intentions and legality of their property management actions, the propriety of their lease, and other issues identified above, they have a duty to say enough to prevent their words from misleading Ms. Farah and other tenants.

65. Defendants have special knowledge of facts relating to the foregoing fraudulent conduct that creates a duty to disclose those facts to Ms. Farah.

66. Defendants have a duty to tenants regarding habitability and health and safety issues given their lease and the statutory covenants contained in Minn. Stat. § 504B.161.

67. Defendants' conduct as described was unethical and unscrupulous and offends the public policy established by Minnesota's statutes and St. Paul's ordinances.

68. Defendants' practices related to unlawful rent increases are "unfair or unconscionable act[s] or practice[s]," which Defendants intended Ms. Farah and other tenants to rely on, for the reasons set forth in this Complaint.

69. Defendants' practices related to renting property that violates health and safety law are "unfair or unconscionable act[s] or practice[s]," which Defendants intended Ms. Farah to rely on, for the reasons set forth in this Complaint.

70. Defendants engaged in all the foregoing conduct—misrepresentations, omissions, unfair and unconscionable conduct—with the intent that tenants would rely on them in deciding to sign a lease for the Property and pay rent.

71. By being forced to suffer the unlawful actions described above, including the payment of rent in violation of St. Paul City Ordinance § 193A.04, Ms. Farah suffered substantial injury.

72. There is a causal nexus between this injury and false, misleading, deceptive, unfair, and unconscionable practices engaged in by Defendants in violation of Minn. Stat. § 325F.69. Defendants' false representations, omissions, and unfair and unconscionable conduct regarding the rental fees and the health and safety of the property are (1) repeated and pervasive, (2) are of the kind that Defendant intended and understood Ms. Farah and other tenants would

rely upon, and (3) are the kind that tenants would typically rely. Ms. Farah brings this consumer fraud claim both in her individual capacity and as private attorney general.

73. Ms. Farah is entitled to bring this claim under the private remedy established in Minn. Stat. § 325F.71, subd. 4, because she is a disabled person injured by a violation of that section, as set forth above. Ms. Farah is entitled, through the private remedies in §§ 325F.70 and 325F.71, subd. 4, to injunctive relief to restrain continued violations of Minn. Stat. § 325F.69 by Defendants, as well as the equitable remedies of restitution, rescission, and disgorgement. Ms. Farah is entitled to recover damages and an award for the costs of investigation and attorney's fees.

74. Defendants' actions caused Ms. Farah's injury and damages, entitling her to the categories of remedies identified in the Requested Relief section of this Complaint, including the overpayment of rent that must now be returned to Ms. Farah. Through Minn. § 325F.71, Ms. Farah is further entitled to an additional civil penalty of up to \$10,000 for each violation under this claim.

COUNT FOUR
Financial Exploitation of Vulnerable Adult

75. Ms. Farah restates and realleges the foregoing paragraphs as if fully stated and alleged herein.

76. Minnesota law "protect[s] adults who, because of physical or mental disability or dependency on institutional services, are particularly vulnerable to maltreatment." Minn. Stat. § 626.557, subd. 1. One such protection penalizes the financial exploitation of vulnerable adults. Under Minn. Stat. § 626.557, "[a] vulnerable adult who is a victim of financial exploitation as defined in section 626.5572, subdivision 9, has a cause of action against a person who committed the financial exploitation."

77. Under Minn. Stat. § 626.5572, subd. 21, “vulnerable adult” includes:

[A]ny person 18 years of age or older who:

...

(4) regardless of residence or whether any type of service is received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction:

(i) that impairs the individual’s ability to provide adequately for the individual's own care without assistance, including the provision of food, shelter, clothing, health care, or supervision; and

(ii) because of the dysfunction or infirmity and the need for care or services, the individual has an impaired ability to protect the individual’s self from maltreatment.

78. According to Minn. Stat. § 626.5572, subd. 9(b), financial exploitation occurs when:

In the absence of legal authority a person:

...

(2) obtains for the actor or another the performance of services by a third person for the wrongful profit or advantage of the actor or another to the detriment of the vulnerable adult; [or]

(3) acquires possession or control of, or an interest in, funds or property of a vulnerable adult through the use of undue influence, harassment, duress, deception, or fraud;

79. Defendants’ actions violate Minn. Stat. § 626.5572, subd. 9(b). As described above, Ms. Farah is a vulnerable adult due to her physical disabilities and depression.

Defendants wrongfully profited from their illegal increases of Ms. Farah’s rent in a badly maintained property, which she has been forced to pay each month to continue living in her unsafe home, causing her financial detriment. As alleged above, Defendants have deceived and defrauded Ms. Farah by representing that they had legal authority to charge her this amount of rent. Because of this deception and fraud, Defendants have taken possession of her funds through illegal rent charges. Defendants had no legal authority to charge or accept these funds from her.

80. Minn. Stat. § 626.5572, subd. 9 further states that “[i]n an action under this subdivision, the vulnerable adult is entitled to recover damages equal to three times the amount of compensatory damages or \$10,000, whichever is greater.”

81. Defendants’ actions caused Ms. Farah’s injury and damages, entitling her to the categories of remedies identified in the Requested Relief section of this Complaint, including attorneys fees and costs and triple the overpayment of rent that must now be returned to Ms. Farah, or \$10,000, whichever is greater.

PRAYER FOR RELIEF

Wherefore, Ms. Farah prays for relief against Defendants as follows:

1. A declaration that Defendants violated each of the laws that form the basis of relief.
2. An injunction enjoining Defendants from future violations of the laws set forth in this Complaint.
3. An injunction enjoining Defendants from continuing violating health and safety law.
4. An injunction ordering Defendants to stop charging illegal rent amounts at their properties, including excessive rents that violate St. Paul rent stabilization law, applicable health and safety law, and rents that were charged under leases identifying the wrong owner.
5. An injunction ordering Defendants to perform all maintenance and repair work at the Property (416 Daly Street) in compliance with health and safety law.
6. An award of compensatory damages for rent and other fees, moving costs, emotional distress, and other compensatory damages.

7. An award of rescission, restitution, and disgorgement of all rent illegally charged and collected.
8. An award of reasonable attorneys' fees and costs for litigation and investigation, under statutes identified in this Complaint.
9. An award for a civil penalty pursuant to Minn. Stat. § 325F.71.
10. An award for three times the amount of compensatory damages or \$10,000, whichever is greater, pursuant to Minn. Stat. § 626.5572, subd. 9.
11. Reserving the right to seek punitive damages and penalties under the statutory and common law claims in this Complaint.
12. A finding that Defendants are jointly and severally liable for any damages, equitable relief, and attorneys' fees and costs awarded in this case.
13. Such other relief that the Court deems just and equitable.

Date: August 1, 2023

HOUSING JUSTICE CENTER



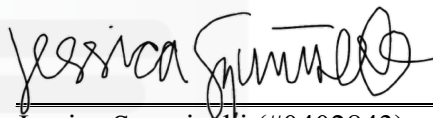
Jessica Szuminski (#0402843)
James W. Poradek (#0290488)
Northwestern Building
275 East Fourth Street, Suite 590
Saint Paul, MN 55101
Phone: 612-807-1139
jszuminski@hjcmmn.org
jporadek@hjcmmn.org

ATTORNEYS FOR PLAINTIFF

ACKNOWLEDGEMENT

The undersigned hereby acknowledges that costs, disbursements, and reasonable attorney and witness fees may be awarded pursuant to Minn. Stat. § 549.211, subd. 1, to the party or parties against whom the allegations in this pleading are asserted.

Dated:



Jessica Szuminski

Jessica Szuminski (#0402843)
Northwestern Building
275 East Fourth Street, Suite 590
Saint Paul, MN 55101
Phone: 612-807-1139
jszuminski@hjcmmn.org

MINNESOTA
JUDICIAL
BRANCH



Exhibit

MINNESOTA
1
JUDICIAL
BRANCH



Property

Rental Property Address: 416 Daly St
Unit: Lower City/State/Zip Saint Paul MN 55102

Terms of Lease

Start Date: 06/01/2022
End Date: 05/31/2023

Tenant Information

Tenants/Cosigners (18 & older):	Email:	Phone:
<u>Amy Farah</u>	<u>AmyPLouff3@gmail.com</u>	<u>(952) 201-2519</u>
<u>Breanna Knott</u>	<u>breanna_knott@yahoo.com</u>	<u>(952) 564-4085</u>
<u>---</u>	<u>---</u>	<u>---</u>
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(By 12:00PM Noon)
Pro-Rated Start / End Date:
--- / ---

Pro-Rated Amount / Due Date:
--- / ---

Minor Occupants: N/A

Deposit Information

Security Deposit: \$ 1,150.00
Pets Allowed? Y N
Nonrefundable Pet Fee: \$ 0.00
Refundable Pet Deposit: \$ 0.00

Landlord Information

Owner of Premises: Larry Kasella
Landlord and Authorized Manager of Premises to accept service and give receipts (Required by Minn. Stat. §504B.181):
Housing Hub, LLC
351 Kellogg Blvd East, St Paul, MN 55101
651-488-2437

Authentisign HJO Authentisign AF Authentisign BK
Authentisign LK

Rent and Fees

Monthly Rent: \$ 1,595.00
Utilities: \$ 0.00
Pet Rent: \$ 0.00
Other Rent: \$ 100.00
Rent Credit: (\$ 0.00)
Monthly Admin Fee: \$ 9.00
Total Monthly: \$ 1,704.00
~~1,804.00~~

Late Fee: 8% of Overdue Rent Payment

Responsibilities

	Landlord	Tenant	Provider	Landlord	*RUBS
Heat:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electricity:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Gas:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Snow Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(refer to Lawn & Snow Clearing Addendum)		
Lawn Care:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(refer to Lawn & Snow Clearing Addendum)		

Appliances

Washer/Dryer: Y N
Range: Y N
Refrigerator: Y N
Dishwasher: Y N
Microwave: Y N
A/C: Y N
Water Softener: Y N

*RUBS relates to Ratio Utility Billing System (refer to Ratio Utility Billing System (RUBS) Addendum)

Initials AF BK

MN Residential Lease Agreement (continued)

LEASE TERMS

1. **Rent Payment:** Tenant(s) will pay Landlord the full monthly rent before 11:59PM on the 1st day of each month while this Lease is in effect and at any time during an extension or renewal of this Lease. All payments made to the office must be in the form of money order, cashier's check or through the Online Portal. No personal checks or cash will be accepted. Checking account transfers, credit cards, and debit cards may be used for online payments only. Rental payment data may be reported to credit agencies. All payments, except subsidy payments, are applied to the oldest charge(s) first.
2. **Pro-Rated Rent:** A full first month's rent and other move-in charges are due on or before move-in day regardless of Lease Start Date. Tenant(s) agrees that if move-in date is on or before the 24th of the month, a full month's rent is due on or before move-in date AND the pro-rated amount is due on the 1st of the next month. If the move-in date is on or after the 25th, both the pro-rated amount AND 1st month's rent are due on or before move in day.
3. **Responsibility for Rent / Joint and Several Liability:** Each Tenant(s) is responsible for all money due to Landlord under this Lease, not just a proportionate share.
4. **Duty to Pay Rent After Eviction:** If Tenant(s) is evicted because Tenant(s) violated a term of this Lease, Tenant(s) must still pay the full monthly rent until: 1) the unit is re-rented; 2) the Lease end date; or 3) if the tenancy is month-to-month, the Tenant(s) is responsible until the next valid notice period ends. If the premises is re-rented for less than the rent due under this Lease, Tenant(s) 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 valid notice period.
5. **Late Rent and Returned Check Fee:** Tenant(s) will pay the late rent fee of 8% of the overdue rent payment if Tenant(s) does not pay the full monthly rent by 12:00AM (midnight) on the 2nd day of the month. Rent is paid when Landlord RECEIVES it, not when mailed or sent by Tenant(s). Tenant(s) must pay a fee of \$30.00 for each returned check, incomplete or rejected electronic funds transfer.
6. **Security Deposit (per MN Statute 504B.178):** Within twenty-one (21) days after the tenancy ends and Tenant gives Landlord a forwarding address, Landlord shall return the full security deposit with interest or send a letter explaining what was withheld and why. Landlord may use the security deposit:
 - a. To cover Tenant's failure to pay rent or other money due to Landlord; or
 - b. To return the premises to its condition at the start of the tenancy, except for ordinary wear and tear.For additional information, please refer to the *Security Deposit Addendum* for more details.
7. **Monthly Administrative Fee:** Tenant(s) agrees to the monthly administrative fee as listed on page 1 of this Lease, for costs related to Lease Renewal services, the use of our proprietary systems unique to Housing Hub, tenant portal access, and 24-hour call center via AppFolio.
8. **Renting Sight-Unseen Disclaimer:** In the event this property is leased sight-unseen, the unit will be presented in reasonable repair pursuant to 504B.161. Tenant agrees to take the unit as-is and report any concerns within 24 hours of move-in. Please refer to the *Renting Sight-Unseen Addendum*.
9. **Occupancy and Use:** Any persons or guests, 18 years of age and older that will be residing in the unit for longer than three (3) consecutive days is considered a Tenant(s), must submit an application to become a Tenant, and if approved, must be listed on the Lease. Only the persons listed above as Tenant(s) may live on the premises. Minors and guests not listed as Tenant(s) may reside in the unit only with prior written consent of the Landlord. Tenant(s) may use the premises and utilities for normal residential purposes only.
10. **Appliances:** Tenant(s) agrees to clean, use as intended, not remove or replace any appliances in the unit (may include but not limited to refrigerator, stove/oven, washer/dryer, dishwasher, microwave, furnace, air conditioner and water softener) and accepts responsibility for the cost of any repair due to Tenant(s) misuse, neglect or abuse. If window A/C is present, Tenant(s) agrees to be responsible for the installation and removal of the window A/C.
11. **Subletting:** Tenant(s) may not rent the premises to other persons (sublet), assign this Lease or sell this Lease without prior written consent of the Landlord.
12. **Satellite Dishes:** Satellite dishes are prohibited from all properties, including yard posts/cinder blocks and building attachment. An unauthorized satellite dish on the property constitutes a lease violation and the Tenant(s) shall be responsible for the associated removal costs, including a \$250.00 fine, plus labor, and

MN Residential Lease Agreement (continued)

materials. Charges will be added to the Tenant's account to be paid immediately.

13. **Waterbeds:** Tenant(s) may not have or store a waterbed or other water-filled furniture within the premises without prior written consent of the Landlord.
14. **Pets:** Tenant(s) may not keep animals or pets of any kind in, on or around the premises without the prior written consent of Landlord. Visiting animals or pets are prohibited. No venomous, poisonous, stinging or aggressive animals, insects, rodents, or reptiles are allowed at any time. Water filled aquariums over 25 gallons are also prohibited. For additional information, please refer to the *Pet Addendum*.
15. **Tenant Promises:**
 - a. To maintain the unit in a clean, safe, and sanitary manner. This includes garbage removal and recycling by disposing all waste/recycle in the receptacles provided by the Landlord. The Tenant(s) is responsible for cost of any fees from citations issued for non-compliance, if the property is not maintained as required;
 - b. Not to smoke inside the premises, in common areas, or within 25 feet of the building;
 - c. Not to damage or misuse the premises or allow his/her guests to do so. Refer to Section 33;
 - d. Not to paint or wallpaper the premises or make any structural changes in the premises without prior written consent of Landlord; and to replace all batteries in smoke detectors/doorbells, filters in air conditioners/forced air furnaces, light bulbs and any water filters. If accessible to Tenant(s), Tenant(s) also promises to replace any blown screw in fuses and/or reset any tripped breaker;
 - e. To give written notice to the Landlord of any necessary repairs to be made and restrict all communication with the Authorized Manager of Premises only;
 - f. Not to act in a loud, boisterous, unruly, thoughtless manner or disturb the rights to peace and quiet of the other Tenant(s) or allow his/her guests to do so. Quiet time hours are enforced DAILY from 10:00PM to 7:00AM;
 - g. No excessive traffic in or out of the property, no loitering in hallways or entrances of the building(s) or allowing his/her guests to do so;
 - h. To use the premises only as a private residence and not in any way that is illegal or dangerous or which would cause a cancellation, restriction or increase in premium to Landlord's or Owner's insurance;
 - i. Not to use, store on or near the premises any flammable or explosive substances, or hazardous or illegal items;
 - j. Not to interfere in the Landlord's or Owner's right to do business or in the operation of the building. Refer to Section 29;
 - k. To keep and maintain all agreed utilities current and in the Tenant's name throughout the terms of the Lease;
 - l. Not to remove or alter any walls, fixtures or furnishings provided by Landlord or Owner. Furthermore, no nails, screws or anchors may be used or placed in any surface. Tenant(s) agrees to return all walls to move-in condition, otherwise a patch and painting charge may apply;
 - m. Tenant(s) agrees to cooperate and not interfere with Landlord's efforts of pest control. This may include, among other things, emptying/cleaning cabinets, drawers, and closets, pulling furniture away from walls, and allowing an exterminator to enter and treat the unit. Any issues with pests caused by the Tenant(s) due to the condition of the unit or failure to cooperate with remedy may be charged to the Tenant(s);
 - n. To notify Landlord immediately of any conditions in the premises that are dangerous to human health or safety to which may damage the unit or waste utilities provided by Landlord;
 - o. Not to waste any utilities provided by Landlord. In the event the owner pays for water and if Tenant(s) fails to report running toilet, dripping faucets or other water leaks, etc. Tenant(s) will be charged with excessive water usage. If the Owner provides heat and the heat goes out for any reason, the Tenants shall be responsible for notifying the landlord immediately so that remedial actions can be taken, and repairs made. The Tenant(s) will not be provided electricity reimbursement to run space heaters or air blowers;
 - p. To not run a business headquartered at premises. No business or political signs to be placed in yard, windows, etc; AND
 - q. At the end of the tenancy, Tenant(s) agrees to submit a 60-Day Notice to Vacate form signed by all tenants obtained from Housing Hub per the *60-Day Notice to Vacate Addendum*. Tenant(s) also agrees upon vacating the premises, the unit will be in the same or better condition than upon move-in except for ordinary wear and tear. Tenant(s) agrees to hire a professional carpet cleaning company for all areas with carpet within the unit, and to provide a receipt from the professional carpet cleaner with the service date and unit address. If carpet cleaning does not restore the carpet to move-in condition less normal wear and tear, the carpets will be cleaned again and cost to do so will be deducted from the security deposit. The move-out will be completed and keys returned to Landlord no later than 12:00PM Noon on the last day of the month. For

MN Residential Lease Agreement (continued)

additional information, see attached *60-Day Notice to Vacate Addendum*.

16. Landlord Promises (per Minn. Stat. 504B.161):

- a. That the premises and all common areas are fit for residential use;
- b. To keep the premises in reasonable repair and make necessary repairs within a reasonable time after written notice by Tenant(s), except when damage is caused by intentional or negligent conduct of the Tenant(s) or his/her guests, then it is the Tenant's financial responsibility to remedy;
- c. To maintain the premises in compliance with the applicable health and safety codes, except when a violation of the health and safety codes has been caused by the intentional misuse or negligent conduct of the Tenant(s) or his/her guests, then it is the Tenant's responsibility. A fee or charge may be applied if issue is deemed to be Tenant's or his/her guest's negligence; AND
- d. To keep the common areas safe, clean, and in good condition.

17. Storage Units: Some multi-unit buildings have additional storage units available for rent. Storage units are provided on a first come, first serve basis and only upon the Tenant's request. Storage units are \$ 0.00 /month and are due on the 1st of each month for Storage Unit # ---. Once the Owner gives approval and documentation is obtained and filed, the Tenant(s) MUST lock or secure any belongings in a designated area that is prominently identified. The Tenant(s) agrees not to store on or near the premises any flammable or explosive substances, and no hazardous or illegal items. The Owner is not responsible for any lost or damaged personal property. Renters insurance is highly recommended and for some properties, it may be required. Refer to Section 32.

18. Storing Personal Belongings in Common Areas: Storage of personal belongings outside of Tenant(s) leased premises to include, but not limited to, decorations, rugs, shoes, etc. is strictly prohibited. The Owner is not responsible for any lost or damaged personal property. Renters insurance is highly recommended and for some properties, it may be required. Refer to Section 32.

19. Destroyed or Unlivable Premises: If the premises is destroyed or damaged to the point it is unfit to live in due to any cause, Landlord/Owner may cancel this Lease immediately and may choose to rebuild or restore the premises. If the destruction or damage was not Tenant's fault and Landlord cancels this Lease, rent will be prorated, and the balance will be refunded to Tenant(s).

20. Failure to Give Possession and Move-In Condition: If the Landlord cannot provide the premises to Tenant(s) at the start of the Lease term, Tenant(s) cannot sue Landlord for any resulting damages or loss, but Tenant(s) will not be required to start paying rent until he/she gets possession of the premises. For additional information about move-in condition, please refer to the *As-Is Addendum*.

21. Lease Changes: Any roommate or household changes must be reported immediately to the Landlord. A Lease Re-draft is required if a Tenant(s) needs to add/remove a roommate or add/remove a pet on this Lease Agreement prior to the Lease end date. Requirements and expectations of any Lease Changes are as follows:

- a. Fees: Tenant(s) must pay a Lease Redrafting Fee in the form of certified funds (cashier's check, money order, etc). Although there is no due date for when the fee is to be paid, the Lease Redrafting process will not begin until the Lease Redrafting Fee is paid in full. The fee is:
 - i. Roommate Changes - \$200.00 if the Redrafted Lease is completed within sixty (60) days or less of the Lease end date.
 - ii. Roommate Changes - \$499.00 if the Redrafted Lease is completed more than sixty (60) days before the Lease end date.
 - iii. Pet Changes - \$200.00 for a Redrafted Lease.
- b. Requirements for Roommate Changes:
 - i. Whether adding or removing roommates or a minor Tenant(s) turning 18 years old, all Tenant(s) must sign a Roommate Change Amendment.
 - ii. Adding a roommate or a minor Tenant(s) turning 18 years old requires the new Tenant(s) to complete a rental application, pay the required application fee, provide income verification documents, and complete a rental history/criminal background check. The Landlord will notify the new roommate if they are approved or denied for move in.
 - iii. Removing a roommate requires the remaining Tenant(s) to provide three (3) months of current and consecutive proof of income. The Landlord will notify the current roommate whether they're approved or denied based on their updated income.
- c. Requirements for Pet Changes:

MN Residential Lease Agreement (continued)

- i. Adding a pet requires the Tenant(s) to provide the Landlord with the pet type, breed, name, age, weight and current vet records detailing up-to-date vaccinations and current city required licensing.
 - ii. The following fees are also required upfront in order to add a pet: Nonrefundable Pet Fee, refundable pet deposit and pet rent. Two (2) pets max per unit.
 - iii. For removing a pet, the Tenant(s) must let the Landlord know of the removed pet and provide proof of the removed pet. The Landlord will update their system and the Tenant(s) file accordingly.
- d. Timeline: Allow the Landlord one to two (1-2) weeks to approve any roommate or pet changes.
- e. Once the process is completed, a new Lease Agreement must be signed by all Tenant(s) in the unit with a new lease start and end date. AF BK (initial)

22. **Lease Termination:** Please contact the Housing Hub office for options, any associated fees, and other restrictions. Subletting is prohibited. Refer to Section 11 and Section 21.

23. **Lease Skip and Personal Property Abandonment:** If the Tenant(s) moves out of the premises before the Lease end date without giving proper sixty (60) days' notice to vacate, the Tenant(s) is responsible for all rent and any other costs and/or damages. Abandoned personal property of a Tenant(s) are belongings that are left inside or outside of a rented property after a Tenant(s) has moved out. Abandoned property will be disposed of by the Landlord however they choose after twenty-eight (28) days, or sooner with written permission from the Tenant(s). The Landlord will document and photograph all personal property left on the premises. The Tenant(s) is responsible for any and all on-site or off-site storage fees and disposal fees of their personal belongings pursuant to Minn. Stat. 504B.271 and 504B.365.

24. **Termination of Lease with Specified Ending Date (Notice to Vacate):** If Tenant(s) wishes to move out of the premises on the date this Lease ends, Tenant(s) must give Landlord the written 60-day Notice to Vacate using Housing Hub's **60-Day Notice to Vacate form ONLY**, two full calendar months prior to Lease expiration date, by the last day of the month, and will only be accepted with a month's end move-out date. If Tenant(s) fails to give proper notice, Landlord will provide an "Invalid 60-Day Move Out Notice", extend the Lease for one 60-day Notice Period and raise the rent if Tenant(s) stay past the initial Lease end date on page 1. If Tenant(s) and Landlord have not renewed this Lease or entered into a new Lease, this Lease shall be extended under its original terms except the duration shall be changed to month-to-month and the rent will increase by \$200.00/month. If Tenant(s) stays past 12:00AM (midnight) on the 2nd, they will be charged a full month's rent. For additional information, please refer to the *60-Day Notice to Vacate Addendum*. AF BK (initial)

25. **Termination of Month-to-Month Tenancy:** A sixty (60) Day Notice to Vacate is required using Housing Hub's "60-Day Notice to Vacate" form by the last day of the month, even if the Lease has expired and/or is converted to a month-to-month tenancy. If the Tenant(s) choose month-to-month tenancy, the Tenant(s) is(are) prohibited from giving a 60-Day Notice with move-out date between Nov 1st and March 31st. Landlord may change any term of a month-to month tenancy by giving notice to Tenant(s) in writing one month plus a day before the end of any given month.

26. **Active Military Personnel Lease Termination Consideration:** The [Servicemembers Civil Relief Act \(SCRA\)](#) helps protect active service members who are relocated due to deployment or permanent change of station (PCS). The protection begins on the date of entering duty and ends between 30-90 days after the date of discharge. If Tenant enlists, is drafted, or commissioned and on active duty in the Armed Forces of the United States and needs to break the lease, in accordance with the SCRA, a tenant must 1.) prove the lease was signed before entering active duty, 2.) prove they will remain on active duty for at least the next 90 days, and 3.) deliver a written **30-Day Notice to Vacate** the landlord accompanied by a copy of the orders to deploy / PCS or a letter from their commanding officer stating their pending deployment. Once the notice is delivered, received and confirmed, the 30-Day period will begin after the beginning on the following 1st.

27. **Eviction:** If the Tenant(s) violates any terms of this Lease, an eviction action may be brought immediately without prior notice to the Tenant(s). If the Tenant(s) violates a term of this Lease but the Landlord does not sue or evict the Tenant(s), the Landlord does not waive the right to evict, and the Landlord may still sue or evict the Tenant(s) for any violation of any term of this Lease. Under state law, a lawful seizure from any premises of any illegal object or substance, including drugs, constitutes unlawful possession of the premises by the Tenant(s) and is grounds for automatic eviction. For additional information, see attached *Crime-Free/Drug-free Housing Addendum*.

MN Residential Lease Agreement (continued)

- 28. Eviction After Partial Payment of Rent:** It is expressly agreed to by the Landlord and the Tenant(s) that pursuant to Minn. Stat. §504B.291, acceptance by the Landlord of less than the full amount of rent due from the Tenant(s) does not waive the Landlord's right to recover possession of the rental premises for non-payment by the Tenant(s) of the balance of rent owed to the Landlord.
- 29. Attorney's Fees Provision:** If any legal authority (including but not limited to a statute, rule, ordinance, or judicial precedent) specifies an action, circumstances, or an extent to which a tenant, directly, or indirectly, may recover attorney fees in an action between the landlord and tenant, the landlord is entitled to attorney fees if the landlord prevails in the same type of action, under the same circumstances, and to the same extent as specified in the legal authority for the tenant.
- 30. Just Cause Notice:** The landlord under this lease shall not unilaterally terminate or attempt to terminate the tenancy of any tenant unless the landlord can prove in court that just cause exists. The reasons for termination of tenancy listed in the City of Saint Paul's Just Cause Notice (Sec. 193.05), and no others, shall constitute just cause under this provision.
- 31. Landlord's Right to Enter:** The Landlord and its Agents may enter the premises for any reasonable business purpose, including but not limited to, showings to new prospective Tenant(s) or Buyers of the property, and inspections (Landlord, maintenance, pest control, insurance, mortgage, city, county, state and otherwise). Furthermore, The Landlord may need to turn off equipment or utilities as needed to avoid property damage or to perform work. The Landlord may enter the premises in an emergency without notice. In this instance, the Landlord will disclose the date, time, and purpose of the emergency entry in writing. The written notice will be left in a conspicuous place in the premises. The Landlord must first make a good faith effort to give the Tenant(s) reasonable notice of the intent to enter. Refer to Section 39.
- 32. Landlord's Legal Rights and Remedies:** The Landlord may use its legal rights and remedies in any combination by using one or more of these rights or remedies, the Landlord does not give up any other rights or remedies it may have. Acceptance of rent does not waive the Landlord's right to evict the Tenant(s) for any past or existing violation of any term of this Lease. Tenant(s) must always provide current contact information. Refer to Section 39.
- 33. Lease May Be Subject to Mortgage:** The premises may be mortgaged or may be subject to contract for deed. The Tenant(s) agrees that the rights of the holder of any present or future mortgage or contract for deed are superior to the Tenant's rights.
- 34. Damage or Injury to Tenant(s) Property:** The Landlord is not responsible for any damage or injury that is done to the Tenant(s), their personal property, guests, or their guests' property. Some examples include, but are not limited to, water leaks, fire/flood damage, spoiled food, and weather/mother nature. The Landlord recommends that the Tenant(s) obtain renter's insurance to protect against personal property damage.

Renter's Insurance Required: Yes: No:

Renters Insurance	Tenant Initials	Company:	Policy #:	Exp Date:
<input checked="" type="radio"/> Y <input type="radio"/> *N	AF	State Farm	23-C0-U272-6	11/23
<input checked="" type="radio"/> Y <input type="radio"/> *N	BK	State Farm	23-C0-U272-6	11/23
<input type="checkbox"/> Y <input type="checkbox"/> *N				
<input type="checkbox"/> Y <input type="checkbox"/> *N				
<input type="checkbox"/> Y <input type="checkbox"/> *N				
<input type="checkbox"/> Y <input type="checkbox"/> *N				

*Tenant acknowledges that by selecting "N" to carrying renter's insurance they are aware of the personal liabilities and consequences and opts-out of carrying renter's insurance.

- 35. Acts of Tenant(s) or Third Parties:** The Landlord is not responsible for the actions or for any damages, injury or harm caused by third parties (such as other Tenant(s), guests, intruders, or trespassers) who are not under the Landlord's control.

MN Residential Lease Agreement (continued)

The Tenant(s) shall reimburse the Landlord for:

- a. Any loss, damage to the premises, or cost of repair or service (including plumbing problems, running toilets, leaks, open windows, etc.) caused by the negligence or improper use by Tenant(s), his/her agents, family or guests, including items required to be reported by the City or Municipal standards, caused by the Tenant's negligence or misuse;
 - b. Any loss or damage caused by doors or windows being left open, appliances unplugged, or thermostats lowered to unsafe conditions;
 - c. All costs incurred by the Landlord due to abandonment of the premises, unattended leaks or toilet running, or other violations of this Lease including, but not limited to unpaid Tenant responsible utilities; AND
- 36. Non-Waiver:** Any debt or charge owed by the Tenant(s) to Landlord is due upon receipt by the Tenant(s). The Landlord does not give up its right to any money owed by the Tenant(s) because of the Landlord's failure or delay in asking for any payment. The Landlord may make demand for any money owed by the Tenant(s) before or after the Tenant(s) moves out of the premises.
- 37. Maintaining Smoke & Carbon Monoxide Detectors:** Smoke detectors and CO2 detectors are installed at the property and must be kept operational at all times. Tenant(s) are responsible to ensure that all the smoke and CO detectors within Tenant's unit are not disabled, removed, tampered with, or otherwise altered in any way to prevent their proper functioning at any time during the tenancy. Tenant(s) is responsible for the cost of purchase and installation of any batteries necessary to ensure the proper continued operation of detector devices in the premises, which replacement must be completed as soon as a device start to "chirp" or otherwise indicate that a battery requires replacement. If detectors become inoperable for any other reason, Tenants must notify Landlord immediately so Maintenance can come and inspect for continued safe living conditions for the unit and the entire property. If Tenant(s) or any guest disables, removes (including removal or altering of batteries), tampers with, damages, or destroys any smoke/CO2 detector device, Tenant(s) shall incur a maintenance fee of a minimum of \$55 and it will be due immediately. Additionally, Tenant(s) are responsible for notifying Management immediately if any detector in any common area of the property (common hallway, entry, basement, etc.) is not in working order.
- 38. Severability:** In the event a provision or a portion of any provision of this Lease shall be held to be unenforceable, null and void, or a violation of public policy, such provision(s) shall be severed from this Lease, and the remainder of this Lease shall continue in full force and effect.
- 39. Breach of Lease [Re-Entry Clause]:** If Tenant materially breaches this lease, Landlord may do these things.
- a. Demand in writing that Tenant immediately give up possession of the Premises. If Tenant does not give up possession, Landlord may bring an eviction action (unlawful detainer action).
 - b. Demand in writing that Tenant give up possession of the Premises to Landlord at a certain date in the future. If Tenant does not give up possession on that date, Landlord may bring an eviction action (unlawful detainer action). Landlord may accept rent for the period up to the date possession is to be transferred without giving up Landlord's right to evict.
 - c. Bring an eviction action immediately (unlawful detainer action).
- 40. Miscellaneous:**
- a. False or Misleading Rental Application: If the Landlord determines that any verbal or written statements made by the Tenant(s) in the rental process are not true and complete in any way, the Tenant(s) shall be considered in violation of this Lease Agreement and may be evicted;
 - b. Building Rules and Attachments Are Part of Lease/No Verbal Agreements: Any addenda to this Lease are a part of this Lease. If a term of any addenda conflicts with any term of this Lease, the addenda term will be controlling. The Landlord's building rules are a part of this Lease, and the Landlord may make reasonable changes in these rules at any time giving the Tenant(s) written notice. No verbal agreements have been made. This Lease and any applicable addendums are the entire Agreement between the Tenant(s) and the Landlord;
 - c. Notices: All Tenants agree that notices and demands delivered by the Landlord or its representatives to the premises are proper notice to all Tenants.
- 41. Consent to Communications:** By signing this Agreement, you are giving written permission to allow the Landlord to communicate with you using phone, email, text, fax, and instant messaging for contact necessary regarding the fulfillment of this Agreement and for purpose deemed appropriate by the Landlord.
- 42. Privacy Statement:** We value privacy, and in doing so, Housing Hub will never sell or distribute your

MN Residential Lease Agreement (continued)

personal information. Any changes to your personal information shall be reported immediately to the main office, 651-488-2437. If Tenant(s) fail to keep records updated with their current contact information, Housing Hub is not responsible for missed urgent notifications, rent/building issues, parking/towing/snow removal issues, etc.

43. Other: The owner is not charging pet rent for 2022, but may add it for 2023

Owner: X Larry Kasella Print Larry Kasella Date: 05/31/2022

Housing Hub LLC (Authorized Manager):

X Melanie J Olson Print Melanie Jean Olson Date: 05/31/2022

Tenant: X Amy Farah Print Amy Farah Date: 05/31/2022

X Breanna Knott Print Breanna Knott Date: 05/31/2022

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____



Tenant Information Addendum

Property Address: 416 Daly St Unit Lower, Saint Paul MN 55102

Lease Start Date: 06/01/2022

<u>Tenant Name (including Minors):</u>	<u>Birthdate:</u>	<u>Email:</u>	<u>Mobile:</u>
<u>Amy Farah</u>	<u>05/04/1973</u>	<u>amypl0uff3@gmail.com</u>	<u>9522012519</u>
<u>Breanna Knott</u>	<u>04/30/1993</u>	<u>Breanna_knott@yahoo.com</u>	<u>952-564-4085</u>

<u>Minors Name:</u>	<u>Birthdate:</u>	<u>Name:</u>	<u>Birthdate:</u>

Emergency Contacts:

<u>Name</u>	<u>Phone:</u>	<u>Relationship:</u>
<u>Breanna Knott</u>	<u>95256444085</u>	<u>Daughter</u>
<u>Amy Farah</u>	<u>952-201-2519</u>	<u>mother</u>

I acknowledge that the information I provide is accurate and may be used for communications between Tenant, Management and its Agents. I give Housing Hub permission to use phone calls, text messages, email, and any other form of electronic communication to enforce the Lease. Any changes to my personal information will be reported immediately to the main office, 651-488-2437. If I fail to keep my records updated with my current contact information, Housing Hub is not responsible for missed urgent notifications, rent/building issues, parking/towing/snow removal issues, etc. We value privacy, and in doing so, Housing Hub will never sell or give away personal information.

<u>Tenant(s)</u>	<u>Print</u>	<u>Date:</u>
X <u>Amy Farah</u>	<u>Amy Farah</u>	<u>05/31/2022</u>
X <u>Breanna Knott</u>	<u>Breanna Knott</u>	<u>05/31/2022</u>
X	Print	Date:
X	Print	Date:
X	Print	Date:
X	Print	Date:

Tenant(s) acknowledge receipt of this addendum by signature of this document.



Security Deposit Waiver & Dispute Addendum

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) and Landlord for

Property Address: 416 Daly St Unit Lower, Saint Paul MN 55102

Lease Start Date: 06/01/2022

I, the Tenant, understand that:

- Housing Hub LLC is only the Landlord and does not own this property and does not determine the final items to be charged or withheld from my Security Deposit. The Owner of this property has sole discretion in the matters relating to the return of the Security Deposit.
- I, the Tenant, agree to hold harmless and not file any lawsuit naming Housing Hub LLC in regards to these matters. In addition, Tenant agrees to reimburse Housing Hub LLC for all court costs and attorney's fees Landlord incurs in any suit related to a Security Deposit dispute, unpaid rent, or any other debt or charge to Tenant.
- If I have any questions or concerns regarding my Security Deposit at the end of my tenancy, I agree to contact the Owner directly or allow to have Hosing Hub contact the Owner on Tenant's behalf and do not hold Housing Hub LLC responsible or liable for the Owner's decision.
- The Move-In and Move-Out inspections, if completed, are to determine the current condition of the unit ONLY. The details of these inspections are forwarded to the Owner of the property with pictures and video (if any) for them to make the final decisions regarding any amounts to be charged or withheld from the Security Deposit.
- Tenants may request information on how to contact the Owner of this property at the time they receive the Security Deposit disposition letter, which in accordance with MN State Law will be postmarked to the forwarding address (if given) within twenty-one (21) days of ending tenancy.
- In the event that Housing Hub LLC is engaged to only find a Tenant for the Owner of the property and not manage the property on a monthly basis, Housing Hub LLC will transfer the receipt of any Security Deposit received from Tenant(s) to the Owner to hold for the duration of the tenancy as soon as is possible after the agreed move-in date.

Housing Hub LLC (Authorized Agent):

X Melanie J Olson Print Melanie Jean Olson Date: 05/31/2022

Tenant(s):

X Amy Farah Print Amy Farah Date: 05/31/2022

X Breanna Knott Print Breanna Knott Date: 05/31/2022

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

Tenant(s) acknowledge receipt of this addendum by signature of this document.



Lawn and Snow Clearing Addendum

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) and Landlord for

Property Address: 416 Daly St Unit Lower, Saint Paul MN 55102

ALL Tenant(s) are responsible in keeping the outside grounds, including where the trash and recycle bins are stored, free from trash, debris, litter, cigarette butts, etc. and are required to dispose of property in the appropriate containers. All personal property needs to be stored inside your unit or appropriate secured storage area except for items made to be used outside.

The Tenant(s) acknowledges that they are also responsible for:

Tenant(s): Lawn Care *Snow Clearing/Ice Removal *Snow Clearing/Salt/Sand (under 1" accumulation)
Owner: Lawn Care Snow Clearing/Ice Removal

****All snow and ice must be removed down to the pavement per city ordinance.***

For the above responsible services, the Tenant(s) will receive a monthly rental concession in the amount of \$ 0.00.

If Tenant(s) are responsible for lawn care, Tenant(s) are required

- To maintain all grounds, including the mowing and weeding.
- Keep lawn and other areas free of leaves and lawn clippings.
- To dispose of all yard waste in an appropriate manner.

If Tenant(s) is/are responsible for snow clearing, Tenant(s) are required to

- Remove snow and salt if needed within 24 hours after snowfall or frozen rain/ice stops.
- Keep walkways, driveways, and steps free from snow and ice.

If the Tenant(s) fails to provide proper and timely lawn care or snow & ice removal, or if Management receives notice from the city that the Tenant(s) has failed to provide proper lawn care or snow/ice removal:

- For the 1st and 2nd occurrence: With no required prior notice, Housing Hub will arrange for an appropriate vendor to be dispatched and address the lawn or snow issue and Tenant(s) will be charged \$150.00.
- For the 3rd occurrence in a 12-month period: With no required prior notice, Housing Hub will arrange for an appropriate vendor to be dispatched and address the lawn or snow issue. The Tenant(s) will be charged \$150.00 AND moving forward, the Owner reserves the right to remove the monthly rent concession and the Tenant(s) rent may increase immediately, and the monthly rental concession above will be removed, and rent will increase by above amount.

Tenant(s) shall hold Housing Hub and the Owner harmless from any injury or death as a result of these responsibilities.

Housing Hub LLC (Authorized Manager):

X Melanie Olson Print Melanie Jean Olson Date: 05/31/2022

Tenant(s):

X Amy Farah Print Amy Farah Date: 05/31/2022

X Breanna Knott Print Breanna Knott Date: 05/31/2022

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

Tenant(s) acknowledge receipt of this addendum by signature of this document.



Pet Addendum

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) and Landlord for

Property Address: 416 Daly St **Unit** Lower, Saint Paul **MN** 55102

Tenant(s) and Landlord agree:

1. Tenant has provided documentation from a veterinarian verifying that the pet is in good health, is current on its immunizations and cats have been spayed or neutered. All cats and dogs must be licensed in accordance with all applicable ordinances of the local municipality and must display a current license tag on collars. All vaccinations and licensing must be maintained/current. DOCUMENTATION MUST BE RECEIVED BEFORE MOVE-IN OR PET(S) IS(ARE) NOT ALLOWED AT PREMISE.
2. Management agrees to permit 1 dog cat(s)/dog(s)/caged pets or reptiles in the unit. Tenant agrees to keep ONLY the pets registered under this form in the unit and that under no circumstance will there be any other pets on the unit without prior consent of Management. No venomous, poisonous, stinging or aggressive animals, insects, rodents, or reptiles are allowed at any time. Water filled aquariums over 25 gallons are also prohibited.
Name and breed of animal/s Ruby Boxer; **NO RESTRICTED BREEDS ALLOWED – Pit Bull Terriers, Staffordshire Terriers, Siberian Huskies, Rottweilers, German Shepherds, Alaskan Malamutes, Presa Cariso, Chows-Chows, Great Danes, Doberman Pinscher, Akitas, Cane Corsos, Wolf-hybrids, Mastiffs, INCLUDING ANY MIX OF THESE**
3. Tenant does hereby agree to pay a non-refundable pet fee in the amount of \$ 0.00 and \$ 0.00 refundable pet deposit.
4. Tenant understands that they are required to pay a monthly pet rent in the amount of \$ 0.00 and that the monthly pet rent will be automatically billed along with their monthly rent for the entire term of the Lease Agreement, even if the pet expires, runs away or the Tenant gives it away or sells the animal. If Tenant is approved to have a second pet after move-in, this Amendment will be revised, and the pet rent will increase to \$60 per month.
5. Tenant understands that a pet is only permitted out of the unit under the complete control/ care of a human companion and kept on a hand-held leash or in a pet carrier(s) at all times.
6. Tenant understands that any damage to the exterior or interior of the premises, grounds, flooring, walls, trim, finishes, tiles or carpeting, etc. caused by the pet will be the full financial responsibility of the Tenant and the Tenant agrees to pay all costs involved in the restoration to its original condition. If permanent damages are caused such as stains, scratches, etc. that cannot be removed or repaired, then Tenant hereby agrees to pay the full expense of the replacement or repairs.
7. Tenant will provide adequate and regular veterinary care, as well as ample food and water and will not leave the pet unattended for any undue length of time. Tenant will diligently maintain cleanliness of litter boxes as well as pet sleeping and feeding areas. Tenant will promptly clean up any animal feces immediately.
8. Tenant are responsible for keeping pet from disturbing other tenants or becoming a nuisance. Nuisance may include chronic noise like barking, jumping, running that disturbs other tenants, failure to dispose of pet waste, allowing pet to be unleashed, etc. Tenant also agrees not to "chain" up the animal to balconies, rails etc. or leave the animal outside, unattended at anytime.
9. Tenant understands that if they are found not promptly cleaning up the animal's waste, not maintaining the animal on a hand-held leash or accompanying the animal, Management has the right to: 1.) Ask the animal to be removed from the premises or; 2.) Enforce a fine.
10. Tenant agrees to indemnify, hold harmless and defend the Owner/Agent against all liabilities, judgments, expenses (including attorney's fees), or claims by third parties for any injury to any person caused by the Tenant pet(s).

Initials AF BK

Pet Addendum (continued)

- 11. Tenant understands that if the animal harms another person or animal for any reason the animal will need to be removed from the premises immediately and the Tenant may face eviction.
- 12. Tenant understands and agrees that Management maintains the right to inspect the premises and its contents without consent if there is suspicion of neglect or damage to the property or its fixtures and common areas. If Owner suspects neglect at any time, the local animal control will be contacted.
- 13. Presence of a pet may not interfere with maintenance or routine pest extermination of the property. Tenant is responsible for removing or protecting the pet when these procedures are requested or scheduled by management.
- 14. Tenant understands and agrees that the following fines may be issued without notification if any terms of this Agreement are violated and will be added to the Tenants monthly rental invoice. Fines per violation will be enforced and are subject to change without notice.

AF	BK	_____	Pet that is not on a leash or in a carrier \$50.00.
AF	BK	_____	Failure to clean up pet waste \$100.00.
AF	BK	_____	Cost of extermination of pests due to the pet being in the unit.
AF	BK	_____	Cost to clean the apartment due to the pet will be billed per hour.

- 15. Tenant agrees to pay the total cost of extermination if the unit becomes infested with pests due to Tenant not properly cleaning up after their pet(s).
- 16. Tenant has read, understands and agrees to abide by all applicable house policies pertaining to pets.
- 17. If the Tenants found to have ANY unauthorized pets on the premises or if they knowingly falsify the breed, size or number of pets indicated in this agreement, they may face EVICTION proceedings and one-time or reoccurring penalties and fines to be determined by Owner equaling up to one month's rent.

Housing Hub LLC (Authorized Agent):

X Melanie J Olson _____ Print **Melanie Jean Olson** Date: 05/31/2022

Tenant(s)

X Amy Farah _____ Print **Amy Farah** Date: 05/31/2022

X Breanna Knott _____ Print **Breanna Knott** Date: 05/31/2022

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

Tenant(s) acknowledge receipt of this addendum by signature of this document.



Parking and Vehicle Addendum

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) and Landlord for

Property Address: 416 Daly St Unit Lower, Saint Paul MN 55102

Garage #: Dethatched Garage Parking Space / Permit # Street parking

Any parking provided to the Tenant(s), is offered strictly as self-park and at the vehicle owner's own risk. No bailment or bailee custody is intended. Landlord is not responsible for nor assumes any liability for damages to Tenant's vehicle or personal property contained within.

The Tenant(s) agree to keep a maximum of: 1 vehicle(s) on the premises. All vehicles must be operable, no flat tires, no dripping oil or other fluids, and currently registered and licensed. Tenant(s) agree to park their vehicle in designated areas only. Tenant(s) agree to advise their guest(s) about parking and to take responsibility for where their guest(s) park. All visitors to the unit will only park in the designated parking areas per Management. The Tenant(s) understand that repairs are strictly prohibited and will not be permitted on the premises.

Parking on the lawn of the premises or in other non-designated areas constitutes a breach of Lease. This includes parking in handicapped spaces without proper or expired permits, in front of doorways, sidewalks, or any other locations that are not deemed appropriate or approved by Management.

The Tenant(s) also acknowledge that Management will provide notice of snow removal via text or email ONLY. The Tenant(s) agree to comply with the request, or their vehicle will be towed at the Tenant's expense. It is the Tenant's responsibility to provide the office with current contact information AT ALL TIMES.

The Tenant(s) also understand that any violation of this Agreement will result in the breach of Lease or the vehicle being towed at the Tenant's expense.

Year: <u>2004</u>	Make: <u>Chrysler</u>	Model: <u>Pt. Cruiser</u>	Color: <u>Blue</u>	License Plate: <u>NVD063</u>
Year: <u>2015</u>	Make: <u>Hyundai</u>	Model: <u>Sonata</u>	Color: <u>Gray</u>	License Plate: <u>NMK715</u>
Year: _____	Make: _____	Model: _____	Color: _____	License Plate: _____
Year: _____	Make: _____	Model: _____	Color: _____	License Plate: _____
Year: _____	Make: _____	Model: _____	Color: _____	License Plate: _____
Year: _____	Make: _____	Model: _____	Color: _____	License Plate: _____

Housing Hub LLC (Authorized Manager):

X Melanie J Olson Print Melanie Jean Olson Date: 05/31/2022

Tenant(s):

X Amy Farah Print Amy Farah Date: 05/31/2022

X Breanna Knott Print Breanna Knott Date: 05/31/2022

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

Tenant(s) acknowledge receipt of this addendum by signature of this document.



Key Addendum

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) and Landlord for

Property Address: 416 Daly St Unit Lower, Saint Paul MN 55102

Tenant(s) acknowledges the receipt of the following at Move-In:

2 Entry 2 Unit 0 Mailbox 1 Garage / Remote(s) 0 Fobs 0 NA

Tenant(s) also acknowledges that the same number of keys will be returned at the expiration of the rental agreement, or a minimum of \$100.00 re-key charge will be assessed.

Tenant(s) agree that they will not change the locks on any door or mailbox. If the Tenant(s) need the locks changed during the term of the lease the Tenant(s) will be charged \$125.00 per for the cost of labor and materials.

Tenant(s) also understands and agrees that they will not lend, distribute, or copy any keys without the consent of management in the event of a lost unit door key, we will re-key the lock and Tenant(s) will be provided one key per tenant leaseholder and \$125.00 will be charged to the Tenant(s).

Other Charges:

- Re-key Mailbox \$100.00
- Re-cut Main door, Unit or Mailbox key \$75.00 for 1st key and \$15.00 for each additional key

Tenant(s) also acknowledges that lock outs are not considered a "maintenance emergency". If the Tenant(s) locks themselves out of a building or unit, regardless of circumstances, it is the TENANT'S RESPONSIBILITY to contact a locksmith and will be responsible for any cost incurred to regain entry. If Housing Hub maintenance opens the door during business hours, Tenant(s) will be charged \$60.00.

Housing Hub LLC (Authorized Manager):

X Melanie J Olson Print Melanie Jean Olson Date: 05/31/2022

Tenant(s):

X Amy Farah Print Amy Farah Date: 05/31/2022

X Breanna Knott Print Breanna Knott Date: 05/31/2022

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

Tenant(s) acknowledge receipt of this addendum by signature of this document.



60-Day Notice to Vacate Addendum

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) and Landlord for

Property Address: 416 Daly St Unit Lower, Saint Paul MN 55102

The only accepted notice to vacate is the Housing Hub approved Notice to Vacate Form, no other form of notice will be honored. Tenant(s) agrees to request this 60-Day Move Out Notice (NTV) Form from Housing Hub to inform the Landlord of intentions to move out when the lease expires (FROM MONTH END). Failure to comply may result in increase in rent and forfeiture of Security Deposit.

Move Out Instructions:

1. Tenant notifies Housing Hub of their intentions to vacate by submitting a **60-Day Notice to Vacate** (NTV) form which can be obtained from www.HousingHubMN.com or if requested, sent directly to Tenant(s). **All leaseholders must sign an NTV to be valid.**
2. Tenant(s) fills out NTV form and returns it to Housing Hub's office by month's end at least 60 days in advance of the lease end date. (Ex. If lease ends on 6/30, NTV form must be received by 4/30. If received after 4/30 on 5/1, then Housing Hub will issue an Invalid Notice to Vacate and notice will not be accepted.) See Invalid Notice to Vacate below.
3. Once a valid NTV is received, Housing Hub will provide the Tenant(s) with a confirmation and detailed move-out instructions of what is expected during the next 60 days.

Invalid Notice to Vacate: If Tenant(s) fails to give proper notice, Landlord will provide an "Invalid 60-Day Move Out Notice", extend the lease for one 60-day Notice Period and raise the rent if Tenant(s) stay past the lease end date.

Notice of Non-Renewal: Housing Hub, by the direction of the owner, may send a Notice of Non-Renewal at least 60 days prior to the lease end date to inform the tenant that the owner does not intend on renewing the current resident's tenancy beyond the last day of the lease.

If both the Tenant(s) and the Owner **DO NOTHING** and the lease expires at the end of the term, the lease will go month to month with the same terms as the original lease including but not limited to the 60-Day Notice to Vacate requirement EXCEPT the rent may increase and the lease term changes to month-to-month.

Housing Hub LLC (Authorized Agent):

X Melanie J Olson Print Melanie Jean Olson Date: 05/31/2022

Tenant(s)

X Amy Farah Print Amy Farah Date: 05/31/2022

X Breanna Knott Print Breanna Knott Date: 05/31/2022

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

Tenant(s) acknowledge receipt of this addendum by signature of this document.



Crime-free / Drug-free Housing Addendum

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) and Landlord for

Property Address: 416 Daly St Unit Lower, Saint Paul MN 55102

In consideration of the execution or renewal of a Lease for the above property address identified in the Lease, Owner, Landlord and Tenant(s) agree as follows:

1. Tenant(s), any members of the Tenant's household or guest or other person under the Tenant's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premise. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]) or possession of drug paraphernalia. (MN Statute 152.092).
2. Tenant(s), any members of the Tenant's household or guest or other person under the Tenant's control **shall not engage** in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises.
3. Tenant(s), any members of the Tenant's household **will not permit the dwelling to be used for, or to facilitate illegal activity**, including drug-related illegal activity, regardless of whether the individual engaging in such activity is a member of the household.
4. Tenant(s), any members of the Tenant's household **will not engage in the manufacture, sale, or distribution of illegal drugs at any locations whether on or near the dwelling unit premise or otherwise**.
5. Tenant(s), any members of the Tenant's household or guest or other person under the Tenant's control **shall not engage in acts of violence or threats of violence**, including but not limited to , the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the Rental Agreement that otherwise jeopardizes the health, safety or welfare of the Landlord, its Agents(s) or Tenants.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATREIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this Addendum shall be deemed a serious violation and material non-compliance with the Lease.

*It is understood and agreed that a **single violation** shall be a good cause for termination of the Lease. Unless otherwise provided by Law, **proof of violation shall not require a criminal conviction**, but shall be by the preponderance of the evidence.*

7. In the case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of the Addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the Lease executed or renewed thereafter between Owner, Landlord and Tenant(s).

Housing Hub LLC (Authorized Manager):

X Melanie J Olson Print Melanie Jean Olson Date: 05/31/2022

Tenant(s):

X Amy Farah Print Amy Farah Date: 05/31/2022

X Breanna Knott Print Breanna Knott Date: 05/31/2022

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

Tenant(s) acknowledge receipt of this addendum by signature of this document.



Bed Bug Addendum

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) and Landlord for

Property Address: 416 Daly St Unit Lower, Saint Paul MN 55102

Addendum Goals: To maintain the highest quality living environment for Tenant's; maintain a clean unit to help reduce the risk of infestation of bed bugs. The Tenant(s) have an important part in preventing infestations. Even though housekeeping may not always prevent bed bugs but it can help reduce the chances of infestation and help in the identification of occurrences.

Tenant(s) agree to the following rules to prevent infestation:

- **Reporting:** Tenant(s) will report any signs of bed bugs immediately and will NOT wait, as infestation can spread to other areas and to other units; will report any maintenance needs immediately as bed bugs can enter through the smallest of cracks, crevices and other openings.
- **Good Housekeeping:** Tenant(s) will configure furniture to help minimize areas where bed bugs like to hide, keeping furniture away from walls can help; will use zippered covers that are impermeable on all mattresses and box springs; will keep unit clean by regularly vacuuming and dusting, especially in bedrooms or sleeping areas. Clutter will be removed immediately, as this can be a breeding ground for infestation. Any new or used furniture that comes into the unit will first be inspected for bed bugs, secondhand furniture will be thoroughly inspected. If returning from traveling, Tenant(s) will always inspect all belongings for bed bugs. If having guests, Tenant(s) will inspect the unit for infestation.
- **Pest Control:** Tenant(s) agrees to comply with and cooperate with pest control services. This can comprise of the following: 1. Vacuuming all floors and closets. 2. Vacuuming all furniture, mattresses, box springs, cushions, drawers, and bedding. 3. Removing all bedding and securing in non-permeable bags to transport to either landfill or laundry. 4. Mattresses must be inspected carefully: if minimal infestation can be cleaned then covered with vinyl covers, it can be used again. Heavy infestation will require disposal in the correct manner. 5. Inspection of all personal property including but not limited to toys, shoes, clothing, bedding, nightstands, dressers, boxes, and stored items. 6. Bag washable and not washable items separately. Used bags must be discarded following local rules for disposal. 7. Clean all machine washable items (bedding, drapes, clothing and other items) in the hottest water available and dry at the highest settings. Discard any items that can't be decontaminated. 8. Make sure to arrange furniture for easy access so the pest control company can get to all areas of the unit, wall, closets etc.

Tenant(s) agree to reimburse the Landlord for treatment cost if it is determined that any infestation of bed bugs commences in the Tenant's unit.

Tenant(s) agrees that failure to comply with the terms of this Addendum shall constitute a breach of the Lease Agreement and may subject Tenant(s) to court action, including but not limited to, a lawsuit for evictions. Tenant(s) agrees to reimburse the Landlord for the expenses which arise in any action, claim, loss, damage, and expenses including but not limited to the attorney's fees the Landlord may sustain or incur as a result of the failure of the Tenant(s) or guest of the Tenant(s) to comply with the terms of the Addendum.

****Tenant(s) warrants that all personal property and furnishings that will be moved into the unit have been inspected and are bed bug free.** AF BK (initials)

I have read and agree to the above Terms and Conditions of this Addendum:

Housing Hub LLC (Authorized Agent):

X Melanie Jean Olson Print Melanie Jean Olson Date: 05/31/2022

Tenant(s)

X Amy Farah Print Amy Farah Date: 05/31/2022

X Breanna Knott Print Breanna Knott Date: 05/31/2022

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

Tenant(s) acknowledge receipt of this addendum by signature of this document.



Smoke-Free Addendum

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) and Landlord for

Property Address: 416 Daly St Unit Lower, Saint Paul MN 55102

1. **Purpose and Application of Smoke-Free Policy:** The parties desire to mitigate (i..) the irritation and known adverse health effects of secondhand smoke; (ii.) the increased maintenance, cleaning, and redecorating costs from smoking; (iii.) the increased risk of fire from smoking; and (iv.) the higher costs of fire insurance for a non-smoke-free building. Tenant acknowledges that the smoke-free policy established by this Lease Addendum is applicable for all properties owned or managed by Landlord.
2. **Definitions:**
 - a. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device in which creates an aerosol or vapor, in any manner or in any form.
 - b. "Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vaping pen, or under any other product name or descriptor.
3. **Smoke-Free Building and Grounds:** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household shall be designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the apartment unit rented by Tenant, including any associated balconies, decks, or patios; in the common areas of the building where the Tenant's dwelling is located, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, and elevators; or in any of the common areas or adjoining grounds of such building or other parts of the rental community, including entryways, patios, and yards, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. Tenant(s) and guests of Tenant's **must be at least 25 (twenty-five) feet away from the property**. If NO SMOKING signs are missing or taken down, the Tenant shall notify Housing Hub immediately.
4. **Tenant to Promote Smoke-Free Policy and to Alert Landlord of Violations:** Tenant shall inform Tenant's guests of the smoke-free policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco or marijuana smoke, or vapor from an electronic cigarette, is migrating into the Tenant's apartment unit from sources outside the Tenant's unit.
5. **Landlord to Promote Smoke-Free Policy:** Landlord shall post no-smoking signs at entrances and exits, common areas, and hallways, and in conspicuous places on the grounds of the apartment building.
6. **Other Tenants are Third-Party Beneficiaries of Tenant's Agreement:** Tenant agrees that the other Tenants in the building are third-party beneficiaries of Tenant's smoke-free Lease Addendum with Landlord. A Tenant may bring legal action against another Tenant related to this smoke-free Lease Addendum, but a Tenant shall not have the right to evict another Tenant. Any legal action between Tenants related to this smoke-free Lease Addendum shall not create a presumption that the Landlord breached the Lease Addendum.

Smoke-Free Addendum (continued)

- 7. **Effect of Breach and Right to Terminate Lease:** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Lease Addendum shall be considered a material breach of the Lease and grounds for enforcement actions, including eviction, by the Landlord. Tenant acknowledges that a breach of this Lease Addendum shall also render Tenant liable to Landlord for the costs of repair to Tenant's unit due to damage from smoke odors or residue.
- 8. **Disclaimer by Landlord:** Tenant acknowledges that Landlord's adoption of this smoke-free policy and the efforts to designate Tenant's building as smoke-free do not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke or vapor. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the provisions of this Lease Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Landlord shall take reasonable steps to enforce this smoke-free policy. Landlord is not required to take steps in response to smoking in violation of this agreement unless Landlord knows of the smoking or has been given written notice of the smoking. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Lease Addendum than any other landlord obligation under the Lease.

Housing Hub LLC (Authorized Agent):

X Melanie J Olson Print Melanie Jean Olson Date: 05/31/2022

Tenant(s):

X Amy Farah Print Amy Farah Date: 05/31/2022

X Breanna Knott Print Breanna Knott Date: 05/31/2022

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

Tenant(s) acknowledge receipt of this addendum by signature of this document.



Rental Verification Addendum

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) and Landlord for

Property Address: 416 Daly St Unit Lower, Saint Paul MN 55102

Purpose of The Rental Verification Addendum: For the Landlord to provide rental housing verification to a third-party source. Some common examples of a third-party source would be a landlord/property management company, bank/credit agency, and government or law enforcement entity.

The Tenant agrees to the following requirements in order for the Landlord to provide a rental verification to a third party:

1. A written and signed Tenant Authorization for Release of Information;
2. Proper and approved sixty (60) Days' Notice to Vacate the premises to the Landlord; or
3. If required, a signed Tenant Exchange Agreement and relisting fee paid to the Landlord.

Under no circumstance will the Landlord provide a rental verification if the above requirements are not met.

Housing Hub LLC (Authorized Agent):

X Melanie J Olson Print Melanie Jean Olson Date: 05/31/2022

Tenant(s)

X Amy Farah Print Amy Farah Date: 05/31/2022

X Breanna Knott Print Breanna Knott Date: 05/31/2022

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

Tenant(s) acknowledge receipt of this addendum by signature of this document.

Service Request Application

CO | MI | MN | ND | NM | SD | TX | WI



Residential Service

Application for new occupants

Welcome to Xcel Energy. We look forward to serving your energy needs. Please fill out the application below and return it to us immediately for the processing of your information. If applicable, any service fees and/or deposits will invoice on your first statement.

In order to protect your identity and be compliant with Federal Trade Commission Rules, we will be asking you for your Social Security number, driver's license number or in state-issued ID. This information is used by Xcel Energy generally for identification purposes, such as to verify your identity when setting up an account or to verify your identity when later discussing information with you related to your account.

Date to start billing at your new address 06/01/2022

Owner or property manager name Housing Hub Phone 651-488-2437

Customer information

Primary customer

First name Brinna Middle initial _____ Last name Knott

Social security number _____ - _____ - _____ or Driver's license or state ID number MN B522 053 438 089

Home phone (952) 201-2519 Cell phone _____

Email breanna_knott@yahoo.com

Secondary customer

First name ^{Amy} _____ Middle initial ^L _____ Last name ^{Farah} _____

Social security number _____ - _____ - _____ or Driver's license or state ID number _____

Home phone _____ Cell phone _____

Email _____

Service information

Previous address 416 Daly St Unit 1 City St Paul State MN ZIP 55102

Do we need to end billing at previous address? Yes No If yes, what date is this effective? _____

New service address 416 Daly St Apartment or unit number Lower

City Saint Paul State MN ZIP 55102

Mailing address if different _____ City _____ State _____ ZIP _____

Regarding deposits

In Colorado, Texas and New Mexico our customers may be required to pay a deposit. We will hold the deposit until you have made twelve months consecutive on-time payments or if the account is closed. You have the option for us to run a credit check to see if the deposit can be waived. If you would like us to run a credit check you must initial here, sign below and provide your Social Security number in the space provided above. Initials _____

Signatures

Tenant signature Breanna Knott ^{Authentisign} 05/31/22 Brinna Knott Date 05/31/2022

Owner/property manager signature Melanie J Olson ^{Authentisign} Melanie Jean Olson Date 05/31/2022

Please note: We will require the tenant's signature if they are requesting we run a credit check. We will process requests effective the date we are notified, or up to 45 days in the future. It is the responsibility of the customer to contact Xcel Energy in a timely manner, to begin or end service in their name. This policy helps us process your requests more accurately and efficiently.

Xcel Energy Residential Service: **800.895.4999** | Residential Service Fax: **800.895.2895**

Third-Party Notification

CO | MI | MN | ND | NM | SD | TX | WI



Third-Party Notification

For property managers and owners

Please enroll the following customer for Xcel Energy's Third-Party Notification. Third-Party Notification provides notification to another party in the event an account receives a disconnection notice. The Third-Party will receive a copy of the disconnection notice that is sent to the customer of record. A disconnection notice is issued when electricity or natural gas services are in jeopardy of being disconnected.

Tenant information

Completing this form authorizes Xcel Energy to mail a copy of any Disconnection Notice to the Third-Party named below.

Name (Please print) Brinna Knott Phone (952) 201-2519

Service address 416 Daly St Apartment or unit number Lower

City Saint Paul State MN ZIP 55102

Email breanna_knott@yahoo.com

Xcel Energy Account Number 51-0011396651-8

I agree and authorize Xcel Energy to mail any disconnect notices to the party listed below.

This form will only be used for notification of pending disconnections and does not allow the third party any additional access or details of the account holder. This notification will be effective for one year after activation. This notice can be removed from the account by either party by contacting customer service at the phone number below.

Tenant signature *Amy Farah* Date 05/31/2022

Brinna Knott

Third-party information

Name Housing Hub Phone 651-488-2437

Address 351 East Kellogg Blv City _____ State _____ ZIP _____

Third-party signature *Melanie Olson* Date 05/31/2022

Melanie Jean Olson

This request will not be accepted without the Third-Party's signature. We will make every effort to send a copy of the disconnection notice to the party specified. We are not responsible if the Third-Party fails to receive or act upon the notice.

*The Third-Party Notification service does not modify in any way Xcel Energy's liability, if any, for property damage that may result from disconnection of a tenant's utility services.

Xcel Energy Residential Service: **800.895.4999** | Residential Service Fax: **800.895.2895**



ADDENDUM TO LEASE AGREEMENT: DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2019 Minnesota Association of REALTORS®, Edina, MN

- 1. Date June 1st, 2022
- 2. Page _____ of _____ pages
- 3. Addendum to Lease Agreement between parties, dated June 1st 2022,
- 4. pertaining to the lease of the Premises at 416 Daly St Lower
- 5. Saint Paul MN 55102.

6. **Lead Warning Statement**

- 7. *Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards*
- 8. *if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting*
- 9. *pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in*
- 10. *the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

11. **Lessor's Disclosure (Check one.)**

- 12. Lessor has no knowledge of, or records or reports relating to, lead-based paint and/or lead-based paint hazards
- 13. in the housing.
- 14. Lessor has knowledge of lead-based paint and/or lead-based paint hazards in the housing and has provided the
- 15. Lessee with all available details, records, and reports, if any, pertaining to lead-based paint and/or lead-based
- 16. paint hazards in the housing. *(Please explain and list documents below.)*
- 17.
- 18.
- 19.

20. **Lessee's Acknowledgment**

- 21. Lessee has received copies of all information listed above, if any.
- 22. Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

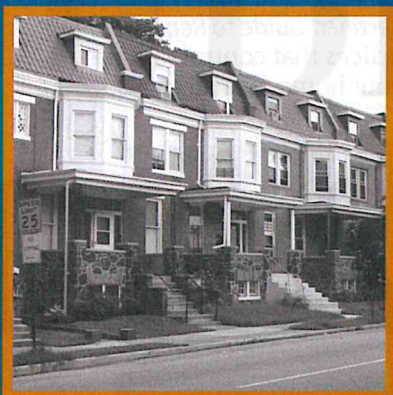
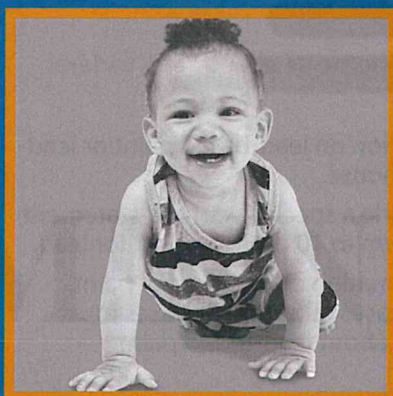
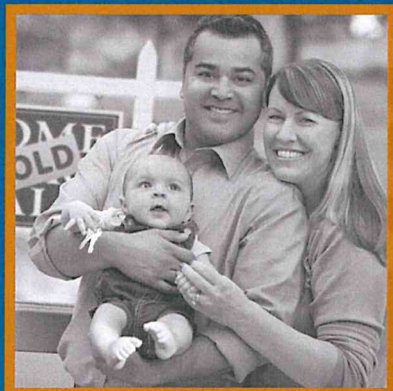
23. **Real Estate Licensee's Acknowledgment**

- 24. Real estate licensee has informed Lessor of Lessor's obligations under 42 U.S.C. 4852(d) and is aware of licensee's
- 25. responsibility to ensure compliance.

26. **Certification of Accuracy**

- 27. The following parties have reviewed the information above and certify, to the best of their knowledge, that the information
- 28. provided by the signatory is true and accurate.

<p>29. <u>Larry Kasella</u> 05/31/2022 (Lessor) (Date)</p>	<p><u>Amy Farah</u> 05/31/2022 (Lessee) (Date)</p>
<p>30. _____ (Lessor) (Date)</p>	<p><u>Breanna Knott</u> 05/31/2022 (Lessee) (Date)</p>
<p>31. <u>Helanie Olson</u> 05/31/2022 (Real Estate Licensee) (Date)</p>	<p>_____ (Real Estate Licensee) (Date)</p>



Protect Your Family From Lead in Your Home

 **EPA** United States
Environmental
Protection Agency

 United States
Consumer Product
Safety Commission

 United States
Department of Housing
and Urban Development

March 2021

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

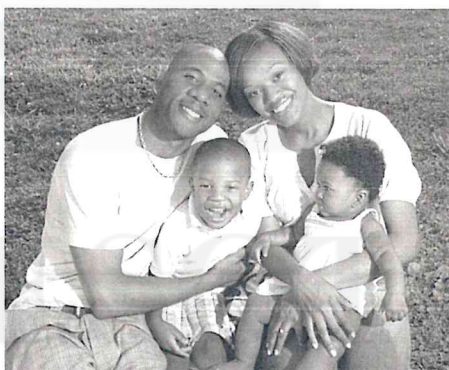
Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

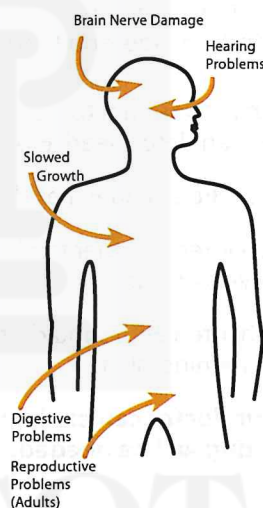
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

MINNESOTA
JUDICIAL
BRANCH

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples

- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.



Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

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³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatement is designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](https://www.epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 *Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

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⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
[cpsc.gov](https://www.cpsc.gov) or [saferproducts.gov](https://www.saferproducts.gov)

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
[hud.gov/lead](https://www.hud.gov/lead)

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
March 2021

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Registering to Vote in Saint Paul

The City of Saint Paul requires your landlord to provide information on registering to vote. The choice to register and vote is yours. If you would like to register from your new address, see the options below.



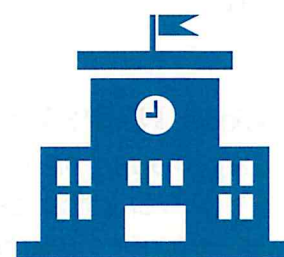
Register online.

Complete an online application at mnvotes.org.



Register on paper.

See applications in many languages at mnvotes.org.
Print and mail to:
Ramsey County Elections
PO Box 64098
Saint Paul, MN 55164



Register in person.

Register at your polling place on Election Day. See information on the documents you will need to bring on the reverse side of this sheet.

You are eligible to vote in Minnesota if:

- ✓ you are at least 18 years old on or before election day.
- ✓ you are a U.S. citizen.
- ✓ you have resided in Minnesota for at least 20 days.
- ✓ you are not currently serving a felony sentence or felony probation/parole.
- ✓ you are not currently under legal guardianship with your right to vote revoked.

To register on Election Day, you will need to provide proof. See reverse for options.

Choose *one* of the following options to register on Election Day.

ID with current name and address

- › Valid Minnesota driver's license, learner's permit, or MN ID; or a receipt for any of these.
- › Tribal ID with name, address, photo, and signature.

OR

Photo ID PLUS a document with your current name and address

Approved photo IDs

- › Driver's license, state ID or learner's permit issued by any state
- › U.S. Passport, U.S. Military or Veteran ID
- › Tribal ID with name, signature and photo
- › Minnesota university, college or technical college ID
- › Minnesota high school ID

Approved documents

- › Bill, account or start-of-service statement due or dated within 30 days of the election for: phone, TV, or internet; solid waste, sewer, electric, gas or water; banking or credit card;
- › rent or mortgage; residential lease or rent agreement valid through Election Day
- › Current student fee statement

OR

Have none of the above? One of the following options could work.

- › Registered voter in your precinct who can confirm your address.
- › College Student ID WITH housing list that has been certified to Ramsey County by your college.
- › Valid previous registration in the same precinct, at a different address or with a different name.
- › Notice of late registration sent to you by Ramsey County.
- › Staff person of a residential facility in which you live, such as a shelter.

Visit rcelections.org or call **651-266-2171** for more information on registration and voting.



Exhibit

2

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Minnesota Residential Lease Agreement

Property

Rental Property Address: 416 Daly St
Unit: Lower, City/State/Zip Saint Paul MN 55102

Tenant Information

Tenants/Cosigners (18 & older):	Email:	Phone:
Amy Farah	Amypl0uff3@gmail.com	(952) 201-2519
Breanna Knott	breanna_knott@yahoo.com	(952) 564-4085
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---	---	---
---	---	---
---	---	---

Minor Occupants: N/A
N/A

Landlord Information

Owner of Premise: Larry Kasella
Landlord and Authorized Manager of Premises to accept service and give receipts (Required by Minn. Stat. §504B.181): Housing Hub, LLC, 351 Kellogg Blvd East, St Paul, MN 55101 651-488-2437

Deposit Information

Security Deposit: \$ Owner Held Refundable Pet Deposit: \$ 0.00
Pets Allowed? Y N Nonrefundable Pet Fee: \$ 0.00

Responsibilities

	Landlord	Tenant	Provider	Landlord	*RUBS
Heat:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electricity:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Gas:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Paid to	<input type="checkbox"/>	<input type="checkbox"/>
Trash:	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Snow Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(refer to Lawn & Snow Clearing Addendum)		
Lawn Care:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(refer to Lawn & Snow Clearing Addendum)		

*RUBS relates to Ratio Utility Billing System (refer to *Ratio Utility Billing System (RUBS) Addendum*). All RUBS charges will be added to the tenant's ledger, due with rent and paid to Landlord in addition to any other Utilities checked above as Paid to Landlord.

Terms of Lease

*****Select ONLY ONE*****

Option #1 – Specific End Date AF DS BJC

Monthly Rent Amount: \$ 1640.00

Start Date: 06/01/23

End Date: 05/31/24

Other Rent: \$ 100.00 Parking

Utilities: \$.00

Pet Rent: \$ 25.00

Tenant Insurance: \$ 0.00

Rent Credit: (\$ 0.00)

Monthly Admin Fee: \$ 12.00

Total Monthly: \$ 1777.00

***60-day Notice to Vacate required**

Option #2 - Month to Month

Month-to-Month Lease Term fee: \$ 299.00 /yr

Monthly Rent Amount: \$ 1640.00

Start Date: 06/01/23

Other Rent: \$ 100.00 Parking

Utilities: \$.00

Pet Rent: \$ 25.00

Tenant Insurance: \$ 0.00

Rent Credit: (\$ 0.00)

Monthly Admin Fee: \$ 12.00

Total Monthly: \$ 1777.00

***90-day Notice to Vacate required**

****Late Fee: 8% of gross rent****

Appliances

Washer/Dryer: Y N
Range: Y N
Refrigerator: Y N
Dishwasher: Y N
Microwave: Y N
A/C: Y N
Water Softener: Y N



Minnesota Residential Lease Agreement

LEASE TERMS

1. **Rent Payment:** Tenant(s) will pay Landlord the full monthly rent before 11:59PM on the 1st day of each month while this Lease is in effect and at any time during an extension or renewal of this Lease. All payments made to the office must be in the form of money order, cashier's check or through the Online Portal. No personal checks or cash will be accepted. Checking account transfers, credit cards, and debit cards may be used for online payments only. Rental payment data may be reported to credit agencies. All payments, except subsidy payments, are applied to the oldest charge(s) first.
2. **Pro-Rated Rent:** A full first month's rent and other move-in charges are due on or before move-in day regardless of Lease Start Date. Tenant(s) agrees that if move-in date is on or before the 24th of the month, a full month's rent is due on or before move-in date AND the pro-rated amount is due on the 1st of the next month. If the move-in date is on or after the 25th, both the pro-rated amount AND 1st month's rent are due on or before move in day.
3. **Responsibility for Rent / Joint and Several Liability:** Each Tenant(s) is responsible for all money due to Landlord under this Lease, not just a proportionate share.
4. **Duty to Pay Rent After Eviction:** If Tenant(s) is evicted because Tenant(s) violated a term of this Lease, Tenant(s) must still pay the full monthly rent until: 1) the unit is re-rented; 2) the Lease end date; or 3) if the tenancy is month-to-month, the Tenant(s) is responsible until the next valid notice period ends. If the premises is re-rented for less than the rent due under this Lease, Tenant(s) 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 valid notice period.
5. **Late Rent and Returned Check Fee:** Tenant(s) will pay the late rent fee of 8% of the overdue rent payment if Tenant(s) does not pay the full monthly rent by 12:00AM (midnight) on the 2nd day of the month. Rent is paid when Landlord RECEIVES it, not when mailed or sent by Tenant(s). Tenant(s) must pay a fee of \$30.00 for each returned check, incomplete or rejected electronic funds transfer.
6. **Security Deposit (per MN Statute 504B.178):** Within twenty-one (21) days after the tenancy ends and Tenant gives Landlord a forwarding address, Landlord shall return the full security deposit with interest or send a letter explaining what was withheld and why. Landlord may use the security deposit:
 - a. To cover Tenant's failure to pay rent or other money due to Landlord; or
 - b. To return the premises to its condition at the start of the tenancy, except for ordinary wear and tear.
 For additional information, please refer to the *Security Deposit Addendum* for more details.
7. **Monthly Administrative Fee:** Tenant(s) agrees to the monthly administrative fee as listed on page 1 of this Lease, for costs related to Lease Renewal services, the use of our proprietary systems unique to Housing Hub, tenant portal access, and 24-hour call center via AppFolio.
8. **Renting Sight-Unseen Disclaimer:** In the event this property is leased sight-unseen, the unit will be presented in reasonable repair pursuant to 504B.161. Tenant agrees to take the unit as-is and report any concerns within 24 hours of move-in. Please refer to the *Renting Sight-Unseen Addendum*.
9. **Occupancy and Use:** Any persons or guests, 18 years of age and older that will be residing in the unit for longer than three (3) consecutive days is considered a Tenant(s), must submit an application to become a Tenant, and if approved, must be listed on the Lease. Only the persons listed above as Tenant(s) may live on the premises. Minors and guests not listed as Tenant(s) may reside in the unit only with prior written consent of the Landlord. Tenant(s) may use the premises and utilities for normal residential purposes only.
10. **Appliances:** Tenant(s) agrees to clean, use as intended, not remove or replace any appliances in the unit (may include but not limited to refrigerator, stove/oven, washer/dryer, dishwasher, microwave, furnace, air conditioner and water softener) and accepts responsibility for the cost of any repair due to Tenant(s) misuse, neglect or abuse. If window A/C is present, Tenant(s) agrees to be responsible for the installation and removal of the window A/C.
11. **Subletting:** Tenant(s) may not rent the premises to other persons (sublet), assign this Lease or sell this Lease without prior written consent of the Landlord.

MN Residential Lease Agreement (continued)

- 12. Satellite Dishes:** Satellite dishes are prohibited from all properties, including yard posts/cinder blocks and building attachment. An unauthorized satellite dish on the property constitutes a lease violation and the Tenant(s) shall be responsible for the associated removal costs, including a \$250.00 fine, plus labor, and materials. Charges will be added to the Tenant's account to be paid immediately.
- 13. Waterbeds:** Tenant(s) may not have or store a waterbed or other water-filled furniture within the premises without prior written consent of the Landlord.
- 14. Pets:** Tenant(s) may not keep animals or pets of any kind in, on or around the premises without the prior written consent of Landlord. Visiting animals or pets are prohibited. No venomous, poisonous, stinging or aggressive animals, insects, rodents, or reptiles are allowed at any time. Water filled aquariums over 25 gallons are also prohibited. For additional information, please refer to the *Pet Addendum*.
- 15. Tenant Promises:**
- To maintain the unit in a clean, safe, and sanitary manner. This includes garbage removal and recycling by disposing all waste/recycle in the receptacles provided by the Landlord. The Tenant(s) is responsible for cost of any fees from citations issued for non-compliance, if the property is not maintained as required;
 - Not to smoke inside the premises, in common areas, or within 25 feet of the building;
 - Not to damage or misuse the premises or allow his/her guests to do so. Refer to Section 34;
 - Not to paint or wallpaper the premises or make any structural changes in the premises without prior written consent of Landlord; and to replace all batteries in smoke detectors/doorbells, filters in air conditioners/forced air furnaces, light bulbs and any water filters. If accessible to Tenant(s), Tenant(s) also promises to replace any blown screw in fuses and/or reset any tripped breaker;
 - To give written notice to the Landlord of any necessary repairs to be made and restrict all communication with the Authorized Manager of Premises only;
 - Not to act in a loud, boisterous, unruly, thoughtless manner or disturb the rights to peace and quiet of the other Tenant(s) or allow his/her guests to do so. Quiet time hours are enforced DAILY from 10:00PM to 7:00AM;
 - No excessive traffic in or out of the property, no loitering in hallways or entrances of the building(s) or allowing his/her guests to do so;
 - To use the premises only as a private residence and not in any way that is illegal or dangerous or which would cause a cancellation, restriction or increase in premium to Landlord's or Owner's insurance;
 - Not to use, store on or near the premises any flammable or explosive substances, or hazardous or illegal items;
 - Not to interfere in the Landlord's or Owner's right to do business or in the operation of the building. Refer to Section 30;
 - To keep and maintain all agreed utilities current and in the Tenant's name throughout the terms of the Lease;
 - Not to remove or alter any walls, fixtures or furnishings provided by Landlord or Owner. Furthermore, no nails, screws or anchors may be used or placed in any surface. Tenant(s) agrees to return all walls to move-in condition, otherwise a patch and painting charge may apply;
 - Tenant(s) agrees to cooperate and not interfere with Landlord's efforts of pest control. This may include, among other things, emptying/cleaning cabinets, drawers, and closets, pulling furniture away from walls, and allowing an exterminator to enter and treat the unit. Any issues with pests caused by the Tenant(s) due to the condition of the unit or failure to cooperate with remedy may be charged to the Tenant(s);
 - To notify Landlord immediately of any conditions in the premises that are dangerous to human health or safety to which may damage the unit or waste utilities provided by Landlord;
 - Not to waste any utilities provided by Landlord. In the event the owner pays for water and if Tenant(s) fails to report running toilet, dripping faucets or other water leaks, etc. Tenant(s) will be charged with excessive water usage. If the Owner provides heat and the heat goes out for any reason, the Tenants shall be responsible for notifying the landlord immediately so that remedial actions can be taken, and repairs made. The Tenant(s) will not be provided electricity reimbursement to run space heaters or air blowers;
 - To not run a business headquartered at premises. No business or political signs to be placed in yard, windows, etc;
 - At the end of the tenancy, Tenant(s) agree(s) to submit a 60-Day Notice to Vacate for a 12-month lease term or a 90-Day Notice to Vacate if on a month-to-month or expired lease. The Notice to Vacate form must be signed by all tenants and obtained from Housing Hub per the Notice to Vacate Addendum;
 - Tenant(s) also agrees upon vacating the premises, the unit will be in the same condition at move-out as it was at move-in, less normal wear and tear. If carpeting is present and the condition at move-out is beyond

MN Residential Lease Agreement (continued)

normal wear and tear, Tenant(s) agree(s) to hire a professional carpet cleaning company and to provide a receipt from the professional carpet cleaner with the service date and unit address. If carpet cleaning does not restore the carpet to move-in condition less normal wear and tear, the carpets will be cleaned again and or replaced and the cost to do so will be charged to the Tenant(s) at move-out; AND

- s. The Tenant's move-out will be completed and keys returned to Landlord no later than 12:00PM Noon on the last day of the month. For additional information, see attached Notice to Vacate Addendum.

16. Landlord Promises (per Minn. Stat. 504B.161):

- a. That the premises and all common areas are fit for residential use;
- b. To keep the premises in reasonable repair and make necessary repairs within a reasonable time after written notice by Tenant(s), except when damage is caused by intentional or negligent conduct of the Tenant(s) or his/her guests, then it is the Tenant's financial responsibility to remedy;
- c. To maintain the premises in compliance with the applicable health and safety codes, except when a violation of the health and safety codes has been caused by the intentional misuse or negligent conduct of the Tenant(s) or his/her guests, then it is the Tenant's responsibility. A fee or charge may be applied if issue is deemed to be Tenant's or his/her guest's negligence; AND
- d. To keep the common areas safe, clean, and in good condition.

17. Storage Units: Some multi-unit buildings have additional storage units available for rent. Storage units are provided on a first come, first serve basis and only upon the Tenant's request. Storage units are \$ 0.00 /month and are due on the 1st of each month for Storage Unit # ---. Once the Owner gives approval and documentation is obtained and filed, the Tenant(s) MUST lock or secure any belongings in a designated area that is prominently identified. The Tenant(s) agrees not to store on or near the premises any flammable or explosive substances, and no hazardous or illegal items. The Owner is not responsible for any lost or damaged personal property. Renters insurance is highly recommended and for some properties, it may be required. Refer to Section 33.

18. Storing Personal Belongings in Common Areas: Storage of personal belongings outside of Tenant(s) leased premises to include, but not limited to, decorations, rugs, shoes, etc. is strictly prohibited. The Owner is not responsible for any lost or damaged personal property. Renters insurance is highly recommended and for some properties, it may be required. Refer to Section 33.

19. Destroyed or Unlivable Premises: If the premises is destroyed or damaged to the point it is unfit to live in due to any cause, Landlord/Owner may cancel this Lease immediately and may choose to rebuild or restore the premises. If the destruction or damage was not Tenant's fault and Landlord cancels this Lease, rent will be prorated, and the balance will be refunded to Tenant(s).

20. Failure to Give Possession and Move-In Condition: If the Landlord cannot provide the premises to Tenant(s) at the start of the Lease term, Tenant(s) cannot sue Landlord for any resulting damages or loss, but Tenant(s) will not be required to start paying rent until he/she gets possession of the premises. For additional information about move-in condition, please refer to the *As-Is Addendum*.

21. Lease Changes: Any roommate or household changes must be reported immediately to the Landlord. A Lease Re-draft is required if a Tenant(s) needs to add/remove a roommate or add/remove a pet on this Lease Agreement prior to the Lease end date. Requirements and expectations of any Lease Changes are as follows:

- a. Fees: Tenant(s) must pay a Lease Redrafting Fee in the form of certified funds (cashier's check, money order, etc). Although there is no due date for when the fee is to be paid, the Lease Redrafting process will not begin until the Lease Redrafting Fee is paid in full. The fee is:
 - i. Roommate Changes - \$200.00 if the Redrafted Lease is completed within sixty (60) days or less of the Lease end date.
 - ii. Roommate Changes - \$499.00 if the Redrafted Lease is completed more than sixty (60) days before the Lease end date.
 - iii. Pet Changes - \$200.00 for a Redrafted Lease.
- b. Requirements for Roommate Changes:
 - i. Whether adding or removing roommates or a minor Tenant(s) turning 18 years old, all Tenant(s) must sign a Roommate Change Amendment.
 - ii. Adding a roommate or a minor Tenant(s) turning 18 years old requires the new Tenant(s) to complete a rental application, pay the required application fee, provide income verification

MN Residential Lease Agreement (continued)

documents, and complete a rental history/criminal background check. The Landlord will notify the new roommate if they are approved or denied for move in.

- iii. Removing a roommate requires the remaining Tenant(s) to provide three (3) months of current and consecutive proof of income. The Landlord will notify the current roommate whether they're approved or denied based on their updated income.

c. Requirements for Pet Changes:

- i. Adding a pet requires the Tenant(s) to provide the Landlord with the pet type, breed, name, age, weight and current vet records detailing up-to-date vaccinations and current city required licensing.
 - ii. The following fees are also required upfront in order to add a pet: Nonrefundable Pet Fee, refundable pet deposit and pet rent. Two (2) pets max per unit.
 - iii. For removing a pet, the Tenant(s) must let the Landlord know of the removed pet and provide proof of the removed pet. The Landlord will update their system and the Tenant(s) file accordingly.
- d. Timeline: Allow the Landlord one to two (1-2) weeks to approve any roommate or pet changes.
- e. Once the process is completed, a new Lease Agreement must be signed by all Tenant(s) in the unit with a new

lease start and end date RF BJC (initial)

22. **Lease Termination Prior to Lease End Date:** Please contact the Housing Hub office for options, any associated fees, and other restrictions. Subletting is prohibited. Refer to Section 11 and Section 21.
23. **Lease Skip and Personal Property Abandonment:** If the Tenant(s) moves out of the premises before the Lease end date without giving proper Notice to Vacate (see Section 24-26), the Tenant(s) is responsible for all rent and any other costs and/or damages. Abandoned personal property of a Tenant(s) are belongings that are left inside or outside of a rented property after a Tenant(s) has moved out. Abandoned property will be disposed of by the Landlord however they choose after twenty-eight (28) days, or sooner with written permission from the Tenant(s). The Landlord will document and photograph all personal property left on the premises. The Tenant(s) is responsible for any and all on-site or off-site storage fees and disposal fees of their personal belongings pursuant to Minn. Stat. 504B.271 and 504B.365.
24. **Termination of Lease with Specified Ending Date (Notice to Vacate):** The Notice to Vacate period is a minimum of 60 days or two full calendar months. If Tenant(s) wishes to move out of the premises on the date this Lease ends, Tenant(s) must give Landlord the written Notice to Vacate using Housing Hub's **Notice to Vacate form ONLY**, by the last day of the month, two full calendar months prior to Lease expiration date, and will only be accepted with a month's end move-out date. Landlord will confirm the move-out date accepted per the terms of this lease. If Tenant(s) fails to give proper notice, Landlord will extend the Lease for one Notice Period and raise the rent if Tenant(s) stay past the initial Lease end date on page 1. If Tenant(s) and Landlord have not renewed this Lease or entered a new Lease, this Lease shall be extended under its original terms except the duration shall be changed to month-to-month, the rent will increase, and ANNUALLY a **Month-to-Month Lease Term fee of \$299** plus any applicable rent charge increase will be charged. If Tenant(s) stays past 12:00AM (midnight) on the 2nd, they will be charged a full month's rent. For additional information, please refer to the *Notice to Vacate*
- Addendum RF BJC (initial)
25. **Termination of Month-to-Month Tenancy:** A Ninety (90) Day Notice to Vacate is required using Housing Hub's "Notice to Vacate" form, even if the Lease has expired and/or is converted to a month-to-month tenancy. The Notice to Vacate form must be received by Housing Hub by the last day of the month, three full calendar months prior to the move out date, and will only be accepted with a month's end move-out date. As long as the lease duration is month-to-month, the Tenant(s) will be charged annually a Month-to-Month Lease Term fee of \$299 and rent may increase.
26. **Active Military Personnel Lease Termination Consideration:** The [Servicemembers Civil Relief Act \(SCRA\)](#) helps protect active service members who are relocated due to deployment or permanent change of station (PCS). The protection begins on the date of entering duty and ends between 30-90 days after the date of discharge. If Tenant enlists, is drafted, or commissioned and on active duty in the Armed Forces of the United States and needs to break the lease, in accordance with the SCRA, a tenant must 1.) prove the lease was signed before entering active duty, 2.) prove they will remain on active duty for at least the next 90 days, and 3.) deliver a written **30-Day Notice to Vacate** the landlord accompanied by a copy of the orders to deploy / PCS or a letter from their commanding officer stating their pending deployment. Once the notice is delivered, received, and

MN Residential Lease Agreement (continued)

confirmed, the 30-Day period will begin after the beginning on the following 1st.

- 27. Eviction:** If the Tenant(s) violates any terms of this Lease, an eviction action may be brought immediately without prior notice to the Tenant(s). If the Tenant(s) violates a term of this Lease but the Landlord does not sue or evict the Tenant(s), the Landlord does not waive the right to evict, and the Landlord may still sue or evict the Tenant(s) for any violation of any term of this Lease. Under state law, a lawful seizure from any premises of any illegal object or substance, including drugs, constitutes unlawful possession of the premises by the Tenant(s) and is grounds for automatic eviction. For additional information, see attached *Crime-Free/Drug-free Housing Addendum*.
- 28. Eviction After Partial Payment of Rent:** It is expressly agreed to by the Landlord and the Tenant(s) that pursuant to Minn. Stat. §504B.291, acceptance by the Landlord of less than the full amount of rent due from the Tenant(s) does not waive the Landlord's right to recover possession of the rental premises for non-payment by the Tenant(s) of the balance of rent owed to the Landlord.
- 29. Attorney's Fees Provision:** If any legal authority (including but not limited to a statute, rule, ordinance, or judicial precedent) specifies an action, circumstances, or an extent to which a tenant, directly, or indirectly, may recover attorney fees in an action between the landlord and tenant, the landlord is entitled to attorney fees if the landlord prevails in the same type of action, under the same circumstances, and to the same extent as specified in the legal authority for the tenant.
- 30. Landlord's Right to Enter:** The Landlord and its Agents may enter the premises for any reasonable business purpose, including but not limited to, showings to new prospective Tenant(s) or Buyers of the property, and inspections (Landlord, maintenance, pest control, insurance, mortgage, city, county, state and otherwise). Furthermore, The Landlord may need to turn off equipment or utilities as needed to avoid property damage or to perform work. The Landlord may enter the premises in an emergency without notice. In this instance, the Landlord will disclose the date, time, and purpose of the emergency entry in writing. The written notice will be left in a conspicuous place in the premises. The Landlord must first make a good faith effort to give the Tenant(s) reasonable notice of the intent to enter. Refer to Section 39. c.
- 31. Landlord's Legal Rights and Remedies:** The Landlord may use its legal rights and remedies in any combination by using one or more of these rights or remedies, the Landlord does not give up any other rights or remedies it may have. Acceptance of rent does not waive the Landlord's right to evict the Tenant(s) for any past or existing violation of any term of this Lease. Tenant(s) must always provide current contact information. Refer to Section 40.
- 32. Lease May Be Subject to Mortgage:** The premises may be mortgaged or may be subject to contract for deed. The Tenant(s) agrees that the rights of the holder of any present or future mortgage or contract for deed are superior to the Tenant's rights.
- 33. Damage or Injury to Tenant(s) Property:** The Landlord is not responsible for any damage or injury that is done to the Tenant(s), their personal property, guests, or their guests' property. Some examples include, but are not limited to, water leaks, fire/flood damage, spoiled food, and weather/mother nature. The Landlord recommends that the Tenant(s) obtain renter's insurance to protect against personal property damage.

Renter's Insurance Required: Yes: No:

Renters Insurance	Tenant Initials	Company:	Policy #:	Exp Date:
<input checked="" type="checkbox"/> Y <input type="checkbox"/> *N	<u>LF DS</u>	State farm Insurance	23-CO-U274-6	11/23
<input checked="" type="checkbox"/> Y <input type="checkbox"/> *N	<u>PL</u>	State Farm Insurance	23-CO-U274-6	11/23
<input type="checkbox"/> Y <input type="checkbox"/> *N				
<input type="checkbox"/> Y <input type="checkbox"/> *N				
<input type="checkbox"/> Y <input type="checkbox"/> *N				
<input type="checkbox"/> Y <input type="checkbox"/> *N				

*Tenant acknowledges that by selecting "N" to carrying renter's insurance they are aware of the personal

MN Residential Lease Agreement (continued)

liabilities and consequences and opts-out of carrying renter's insurance.

- 34. Acts of Tenant(s) or Third Parties:** The Landlord is not responsible for the actions or for any damages, injury or harm caused by third parties (such as other Tenant(s), guests, intruders, or trespassers) who are not under the Landlord's control.

The Tenant(s) shall reimburse the Landlord for:

- a. Any loss, damage to the premises, or cost of repair or service (including plumbing problems, running toilets, leaks, open windows, etc.) caused by the negligence or improper use by Tenant(s), his/her agents, family or guests, including items required to be reported by the City or Municipal standards, caused by the Tenant's negligence or misuse;
 - b. Any loss or damage caused by doors or windows being left open, appliances unplugged, or thermostats lowered to unsafe conditions;
 - c. All costs incurred by the Landlord due to abandonment of the premises, unattended leaks or toilet running, or other violations of this Lease including, but not limited to unpaid Tenant responsible utilities; AND
- 35. Non-Waiver:** Any debt or charge owed by the Tenant(s) to Landlord is due upon receipt by the Tenant(s). The Landlord does not give up its right to any money owed by the Tenant(s) because of the Landlord's failure or delay in asking for any payment. The Landlord may make demand for any money owed by the Tenant(s) before or after the Tenant(s) moves out of the premises.
- 36. Maintaining Smoke & Carbon Monoxide Detectors:** Smoke detectors and CO2 detectors are installed at the property and must be kept operational at all times. Tenant(s) are responsible to ensure that all the smoke and CO detectors within Tenant's unit are not disabled, removed, tampered with, or otherwise altered in any way to prevent their proper functioning at any time during the tenancy. Tenant(s) is responsible for the cost of purchase and installation of any batteries necessary to ensure the proper continued operation of detector devices in the premises, which replacement must be completed as soon as a device start to "chirp" or otherwise indicate that a battery requires replacement. If detectors become inoperable for any other reason, Tenants must notify Landlord immediately so Maintenance can come and inspect for continued safe living conditions for the unit and the entire property. If Tenant(s) or any guest disables, removes (including removal or altering of batteries), tampers with, damages, or destroys any smoke/CO2 detector device, Tenant(s) shall incur a maintenance fee of a minimum of \$55 and it will be due immediately. Additionally, Tenant(s) are responsible for notifying Management immediately if any detector in any common area of the property (common hallway, entry, basement, etc.) is not in working order.
- 37. Severability:** In the event a provision or a portion of any provision of this Lease shall be held to be unenforceable, null and void, or a violation of public policy, such provision(s) shall be severed from this Lease, and the remainder of this Lease shall continue in full force and effect.
- 38. Breach of Lease [Re-Entry Clause]:** If Tenant materially breaches this lease, Landlord may do these things.
- a. Demand in writing that Tenant immediately give up possession of the Premises. If Tenant does not give up possession, Landlord may bring an eviction action (unlawful detainer action).
 - b. Demand in writing that Tenant give up possession of the Premises to Landlord at a certain date in the future. If Tenant does not give up possession on that date, Landlord may bring an eviction action (unlawful detainer action). Landlord may accept rent for the period up to the date possession is to be transferred without giving up Landlord's right to evict.
 - c. Bring an eviction action immediately (unlawful detainer action).
- 39. Miscellaneous:**
- a. False or Misleading Rental Application: If the Landlord determines that any verbal or written statements made by the Tenant(s) in the rental process are not true and complete in any way, the Tenant(s) shall be considered in violation of this Lease Agreement and may be evicted;
 - b. Building Rules and Attachments Are Part of Lease/No Verbal Agreements: Any addenda to this Lease are a part of this Lease. If a term of any addenda conflicts with any term of this Lease, the addenda term will be controlling. The Landlord's building rules are a part of this Lease, and the Landlord may make reasonable changes in these rules at any time giving the Tenant(s) written notice. No verbal agreements have been made. This Lease and any applicable addendums are the entire Agreement between the Tenant(s) and the Landlord;
 - c. Notices: All Tenants agree that notices and demands delivered by the Landlord or its representatives to the

MN Residential Lease Agreement (continued)

premises are proper notice to all Tenants.

- 40. **Consent to Communications:** By signing this Agreement, you are giving written permission to allow the Landlord to communicate with you using phone, email, text, fax, and instant messaging for contact necessary regarding the fulfillment of this Agreement and for purpose deemed appropriate by the Landlord.
- 41. **Privacy Statement:** We value privacy, and in doing so, Housing Hub will never sell or distribute your personal information. Any changes to your personal information shall be reported immediately to the main office, 651-488-2437. If Tenant(s) fail to keep records updated with their current contact information, Housing Hub is not responsible for missed urgent notifications, rent/building issues, parking/towing/snow removal issues, etc.
- 42. **Other:** NA

NA

NA

NA

Owner: X DocuSigned by:
Larry Kasella _____ Print Larry Kasella Date: 04/20/2023
A9702918E4F5471

Housing Hub LLC (Authorized Manager):

X DocuSigned by:
melanie olson _____ Print melanie olson Date: 03/30/2023
F74EF052DC52424...

Tenant: X DocuSigned by:
AMY FARAH _____ Print AMY FARAH Date: 04/18/2023
DocuSigned by: 95497...

X DocuSigned by:
Breanna Knott _____ Print Breanna Knott Date: 04/18/2023
702FBE1B5B11468...

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____



Pet Addendum

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) and Landlord for

Property Address: 416 Daly St **Unit** Lower, Saint Paul MN 55102

Tenant(s) and Landlord agree:

1. Tenant has provided documentation from a veterinarian verifying that the pet is in good health, is current on its immunizations and cats have been spayed or neutered. All cats and dogs must be licensed in accordance with all applicable ordinances of the local municipality and must display a current license tag on collars. All vaccinations and licensing must be maintained/current. DOCUMENTATION MUST BE RECEIVED BEFORE MOVE-IN OR PET(S) IS(ARE) NOT ALLOWED AT PREMISE.
2. Management agrees to permit 1 dog cat(s)/dog(s)/caged pets or reptiles in the unit. Tenant agrees to keep ONLY the pets registered under this form in the unit and that under no circumstance will there be any other pets on the unit without prior consent of Management. No venomous, poisonous, stinging or aggressive animals, insects, rodents, or reptiles are allowed at any time. Water filled aquariums over 25 gallons are also prohibited.
Name and breed of animal/s Ruby Boxer; **NO RESTRICTED BREEDS ALLOWED – Pit Bull Terriers, Staffordshire Terriers, Siberian Huskies, Rottweilers, German Shepherds, Alaskan Malamutes, Presa Cariso, Chows-Chows, Great Danes, Doberman Pinscher, Akitas, Cane Corsos, Wolf-hybrids, Mastiffs, INCLUDING ANY MIX OF THESE**
3. Tenant does hereby agree to pay a non-refundable pet fee in the amount of \$.00 and \$ 0.00 refundable pet deposit.
4. Tenant understands that they are required to pay a monthly pet rent in the amount of \$ 25.00 and that the monthly pet rent will be automatically billed along with their monthly rent for the entire tem of the Lease Agreement, even if the pet expires, runs away or the Tenant gives it away or sells the animal. If Tenant is approved to have a second pet after move-in, this Amendment will be revised, and the pet rent will increase to \$60 per month.
5. Tenant understands that a pet is only permitted out of the unit under the complete control/ care of a human companion and kept on a hand-held leash or in a pet carrier(s) at all times.
6. Tenant understands that any damage to the exterior or interior of the premises, grounds, flooring, walls, trim, finishes, tiles or carpeting, etc. caused by the pet will be the full financial responsibility of the Tenant and the Tenant agrees to pay all costs involved in the restoration to its original condition. If permanent damages are caused such as stains, scratches, etc. that cannot be removed or repaired, then Tenant hereby agrees to pay the full expense of the replacement or repairs.
7. Tenant will provide adequate and regular veterinary care, as well as ample food and water and will not leave the pet unattended for any undue length of time. Tenant will diligently maintain cleanliness of litter boxes as well as pet sleeping and feeding areas. Tenant will promptly clean up any animal feces immediately.
8. Tenant are responsible for keeping pet from disturbing other tenants or becoming a nuisance. Nuisance may include chronic noise like barking, jumping, running that disturbs other tenants, failure to dispose of pet waste, allowing pet to be unleashed, etc. Tenant also agrees not to "chain" up the animal to balconies, rails etc. or leave the animal outside, unattended at anytime.
9. Tenant understands that if they are found not promptly cleaning up the animal's waste, not maintaining the animal on a hand-held leash or accompanying the animal, Management has the right to: 1.) Ask the animal to be removed from the premises or; 2.) Enforce a fine.
10. Tenant agrees to indemnify, hold harmless and defend the Owner/Agent against all liabilities, judgments, expenses (including attorney's fees), or claims by third parties for any injury to any person caused by the Tenant pet(s).

Pet Addendum (continued)

- 11. Tenant understands that if the animal harms another person or animal for any reason the animal will need to be removed from the premises immediately and the Tenant may face eviction.
- 12. Tenant understands and agrees that Management maintains the right to inspect the premises and its contents without consent if there is suspicion of neglect or damage to the property or its fixtures and common areas. If Owner suspects neglect at any time, the local animal control will be contacted.
- 13. Presence of a pet may not interfere with maintenance or routine pest extermination of the property. Tenant is responsible for removing or protecting the pet when these procedures are requested or scheduled by management.
- 14. Tenant understands and agrees that the following fines may be issued without notification if any terms of this Agreement are violated and will be added to the Tenants monthly rental invoice. Fines per violation will be enforced and are subject to change without notice.
 - a. Pet that is not on a leash or in a carrier \$50.00. AF BJC (initial)
 - b. Failure to clean up pet waste \$100.00. AF BJC (initial)
 - c. Cost of extermination of pests due to the pet being in the unit. AF BJC (initial)
 - d. Cost to clean the apartment due to the pet will be billed per hour. AF BJC (initial)
- 15. Tenant agrees to pay the total cost of extermination if the unit becomes infested with pests due to Tenant not properly cleaning up after their pet(s).
- 16. Tenant has read, understands and agrees to abide by all applicable house policies pertaining to pets.
- 17. If the Tenants found to have ANY unauthorized pets on the premises or if they knowingly falsify the breed, size or number of pets indicated in this agreement, they may face EVICTION proceedings and one-time or reoccurring penalties and fines to be determined by Owner equaling up to one month's rent.

Housing Hub LLC (Authorized Agent):

X DocuSigned by: melanie olson Print melanie olson Date: 03/30/2023
F74EF052DC52424...

Tenant(s):

X DocuSigned by: AMY FARAH Print AMY FARAH Date: 04/18/2023
BC2DCED5995497...

X DocuSigned by: Breanna Knott Print Breanna Knott Date: 04/18/2023
702FBE1B5B11468...

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____



Parking and Vehicle Addendum

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) and Landlord for

Property Address: 416 Daly St **Unit** Lower, Saint Paul MN 55102

Garage #: 1 spot **Parking Space / Permit #** none

Any parking provided to the Tenant(s), is offered strictly as self-park and at the vehicle owner's own risk. No bailment or bailee custody is intended. Landlord is not responsible for nor assumes any liability for damages to Tenant's vehicle or personal property contained within.

The Tenant(s) agree to keep a maximum of: 1 vehicle(s) on the premises. All vehicles must be operable, no flat tires, no dripping oil or other fluids, and currently registered and licensed. Tenant(s) agree to park their vehicle in designated areas only. Tenant(s) agree to advise their guest(s) about parking and to take responsibility for where their guest(s) park. All visitors to the unit will only park in the designated parking areas per Management. The Tenant(s) understand that repairs are strictly prohibited and will not be permitted on the premises.

Parking on the lawn of the premises or in other non-designated areas constitutes a breach of Lease. This includes parking in handicapped spaces without proper or expired permits, in front of doorways, sidewalks, or any other locations that are not deemed appropriate or approved by Management.

The Tenant(s) also acknowledge that Management will provide notice of snow removal via text or email ONLY. The Tenant(s) agree to comply with the request, or their vehicle will be towed at the Tenant's expense. It is the Tenant's responsibility to provide the office with current contact information AT ALL TIMES.

The Tenant(s) also understand that any violation of this Agreement will result in the breach of Lease or the vehicle being towed at the Tenant's expense.

Year: 2005 Make: Chrysler Model: PT cruiser Color: Blue License Plate: NVD063

Year: 2015 Make: Hyundai Model: Sanata Color: Grey License Plate: NMK715

Year: _____ Make: _____ Model: _____ Color: _____ License Plate: _____

Year: _____ Make: _____ Model: _____ Color: _____ License Plate: _____

Year: _____ Make: _____ Model: _____ Color: _____ License Plate: _____

Year: _____ Make: _____ Model: _____ Color: _____ License Plate: _____

Housing Hub LLC (Authorized Manager):

DocuSigned by: melanie olson Print melanie olson Date: 03/30/2023

Tenant(s) DocuSigned by: AMY FARAH Print AMY FARAH Date: 04/18/2023

DocuSigned by: Breanna Knott Print Breanna Knott Date: 04/18/2023

_____ Print _____ Date: _____

_____ Print _____ Date: _____

_____ Print _____ Date: _____

_____ Print _____ Date: _____

Tenant(s) acknowledge receipt of this addendum by signature of this document.



Lawn and Snow Clearing Addendum

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) and Landlord for

Property Address: 416 Daly St **Unit** Lower , Saint Paul MN 55102

ALL Tenant(s) are responsible in keeping the outside grounds, including where the trash and recycle bins are stored, free from trash, debris, litter, cigarette butts, etc. and are required to dispose of property in the appropriate containers. All personal property needs to be stored inside your unit or appropriate secured storage area except for items made to be used outside.

The Tenant(s) acknowledges that they are also responsible for:

Tenant(s): Lawn Care *Snow Clearing/Ice Removal *Snow Clearing/Salt/Sand (under 1" accumulation)
Owner: Lawn Care Snow Clearing/Ice Removal

****All snow and ice must be removed down to the pavement per city ordinance.***

For the above responsible services, the Tenant(s) will receive a monthly rental concession in the amount of \$ 0.00.

If Tenant(s) are responsible for lawn care, Tenant(s) are required

- To maintain all grounds, including the mowing and weeding.
- Keep lawn and other areas free of leaves and lawn clippings.
- To dispose of all yard waste in an appropriate manner.

If Tenant(s) is/are responsible for snow clearing, Tenant(s) are required to

- Remove snow and salt if needed within 24 hours after snowfall or frozen rain/ice stops.
- Keep walkways, driveways, and steps free from snow and ice.

If the Tenant(s) fails to provide proper and timely lawn care or snow & ice removal, or if Management receives notice from the city that the Tenant(s) has failed to provide proper lawn care or snow/ice removal:

- For the 1st and 2nd occurrence: With no required prior notice, Housing Hub will arrange for an appropriate vendor to be dispatched and address the lawn or snow issue and Tenant(s) will be charged \$150.00.
- For the 3rd occurrence in a 12-month period: With no required prior notice, Housing Hub will arrange for an appropriate vendor to be dispatched and address the lawn or snow issue. The Tenant(s) will be charged \$150.00 AND moving forward, the Owner reserves the right to remove the monthly rent concession and the Tenant(s) rent may increase immediately, and the monthly rental concession above will be removed, and rent will increase by above amount.

Tenant(s) shall hold Housing Hub and the Owner harmless from any injury or death as a result of these responsibilities.

Housing Hub LLC (Authorized Manager):

X DocuSigned by: melanie olson Print melanie olson Date: 03/30/2023
F74EF052DC52424...

Tenant(s):

X DocuSigned by: AMY FARAH Print AMY FARAH Date: 04/18/2023
DC02SIFR696497...

X Breanna Knott Print Breanna Knott Date: 04/18/2023
702FBF1B5B11468...

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

Tenant(s) acknowledge receipt of this addendum by signature of this document.



Notice to Vacate Addendum

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) and Landlord for

Property Address: 416 Daly St **Unit** Lower, Saint Paul MN 55102

The only accepted notice to vacate is the Housing Hub approved Notice to Vacate Form, no other form of notice will be honored. Tenant(s) agrees to request a Move Out Notice (NTV) Form from Housing Hub to inform the Landlord of intentions to move out when the lease expires (FROM MONTH END). Failure to comply may result in increase in rent and forfeiture of Security Deposit.

Move Out Instructions:

1. Tenant notifies Housing Hub of their intentions to vacate by submitting a **Notice to Vacate** (NTV) form which can be obtained from www.HousingHubMN.com or if requested, sent directly to Tenant(s). **All leaseholders must sign an NTV to be valid.**
2. Tenant(s) fills out NTV form and returns it to Housing Hub's office by month's end in advance of the lease end date at least 2 full calendar months for a 12-month lease term or 3 full calendar months for month-to-month lease term. (Ex. If lease is a 12-month lease and ends on 6/30, NTV form must be received by 4/30. If received after 4/30, say on 5/1, then Housing Hub will confirm with the tenants the accepted move out date per the terms of the lease), see Invalid Notice to Vacate below. Once a valid NTV is confirmed, Housing Hub will provide the Tenant(s) with a confirmation and detailed move-out instructions of what is expected prior to move-out.

Invalid Notice to Vacate: If Tenant(s) fails to give proper notice, Landlord will provide a confirmation of the move out date accept, extend the lease for one Notice Period and raise the rent if Tenant(s) stay past the lease end date.

Notice of Non-Renewal: Housing Hub, by the direction of the owner, may send a Notice of Non-Renewal at least one (1) Notice Period prior to the lease end date, to inform the tenant that the owner does not intend on renewing the current resident's tenancy beyond the last day of the lease.

If both the Tenant(s) and the Owner **DO NOTHING** and the lease expires at the end of the term, the lease will change to a month-to-month lease with the same terms as the original lease except a 90 Notice Period for Notice to Vacant will be required and the rent may increase.

Housing Hub LLC (Authorized Agent):

X DocuSigned by:
melanie olson F74EF052DC52424... Print melanie olson Date: 03/30/2023

Tenant(s):

X DocuSigned by:
AMY FARAH BC2DCEFFD95497... Print AMY FARAH Date: 04/18/2023

X DocuSigned by:
Breanna Knott 702FBE1B5B11468... Print Breanna Knott Date: 04/18/2023

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

Tenant(s) acknowledge receipt of this addendum by signature of this document.



Security Deposit Waiver & Dispute Addendum

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) and Landlord for

Property Address: 416 Daly St **Unit** Lower, Saint Paul MN 55102

Lease Start Date: 06/01/23

I, the Tenant, understand that:

- Housing Hub LLC is only the Landlord and does not own this property and does not determine the final items to be charged or withheld from my Security Deposit. The Owner of this property has sole discretion in the matters relating to the return of the Security Deposit.
- I, the Tenant, agree to hold harmless and not file any lawsuit naming Housing Hub LLC in regards to these matters. In addition, Tenant agrees to reimburse Housing Hub LLC for all court costs and attorney's fees Landlord incurs in any suit related to a Security Deposit dispute, unpaid rent, or any other debt or charge to Tenant.
- If I have any questions or concerns regarding my Security Deposit at the end of my tenancy, I agree to contact the Owner directly or allow to have Hosing Hub contact the Owner on Tenant's behalf and do not hold Housing Hub LLC responsible or liable for the Owner's decision.
- The Move-In and Move-Out inspections, if completed, are to determine the current condition of the unit ONLY. The details of these inspections are forwarded to the Owner of the property with pictures and video (if any) for them to make the final decisions regarding any amounts to be charged or withheld from the Security Deposit.
- Tenants may request information on how to contact the Owner of this property at the time they receive the Security Deposit disposition letter, which in accordance with MN State Law will be postmarked to the forwarding address (if given) within twenty-one (21) days of ending tenancy.
- In the event that Housing Hub LLC is engaged to only find a Tenant for the Owner of the property and not manage the property on a monthly basis, Housing Hub LLC will transfer the receipt of any Security Deposit received from Tenant(s) to the Owner to hold for the duration of the tenancy as soon as is possible after the agreed move-in date.

Housing Hub LLC (Authorized Agent):

X DocuSigned by: melanie olson F74EF062DC52424... Print melanie olson Date: 03/30/2023

Tenant(s):

X DocuSigned by: AMY FARAH B6205F5F895497... Print AMY FARAH Date: 04/18/2023

X Breanna Knott 702FBE1B5B11468... Print Breanna Knott Date: 04/18/2023

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

Tenant(s) acknowledge receipt of this addendum by signature of this document.



Crime-free / Drug-free Housing Addendum

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) and Landlord for

Property Address: 416 Daly St **Unit** Lower , Saint Paul MN 55102

In consideration of the execution or renewal of a Lease for the above property address identified in the Lease, Owner, Landlord and Tenant(s) agree as follows:

1. Tenant(s), any members of the Tenant's household or guest or other person under the Tenant's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premise. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]) or possession of drug paraphernalia. (MN Statute 152.092).
2. Tenant(s), any members of the Tenant's household or guest or other person under the Tenant's control **shall not engage** in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises.
3. Tenant(s), any members of the Tenant's household **will not permit the dwelling to be used for, or to facilitate illegal activity**, including drug-related illegal activity, regardless of whether the individual engaging in such activity is a member of the household.
4. Tenant(s), any members of the Tenant's household **will not engage in the manufacture, sale, or distribution of illegal drugs at any locations whether on or near the dwelling unit premise or otherwise.**
5. Tenant(s), any members of the Tenant's household or guest or other person under the Tenant's control **shall not engage in acts of violence or threats of violence**, including but not limited to , the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the Rental Agreement that otherwise jeopardizes the health, safety or welfare of the Landlord, its Agents(s) or Tenants.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this Addendum shall be deemed a serious violation and material non-compliance with the Lease.

*It is understood and agreed that a **single violation** shall be a good cause for termination of the Lease. Unless otherwise provided by Law, **proof of violation shall not require a criminal conviction**, but shall be by the preponderance of the evidence.*

7. In the case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of the Addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the Lease executed or renewed thereafter between Owner, Landlord and Tenant(s).

Housing Hub LLC (Authorized Manager):

X DocuSigned by:
melanie olson Print melanie olson Date: 03/30/2023
F74EF052DC52424...

Tenant(s):

X DocuSigned by:
AMY FARAH Print AMY FARAH Date: 04/18/2023
D620515F6E096497...

X Breanna Knott Print Breanna Knott Date: 04/18/2023
702FBE1B5B11468...

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

Tenant(s) acknowledge receipt of this addendum by signature of this document.



Bed Bug Addendum

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) and Landlord for

Property Address: 416 Daly St **Unit** Lower, Saint Paul MN 55102

Addendum Goals: *To maintain the highest quality living environment for Tenant's; maintain a clean unit to help reduce the risk of infestation of bed bugs. The Tenant(s) have an important part in preventing infestations. Even though housekeeping may not always prevent bed bugs but it can help reduce the chances of infestation and help in the identification of occurrences.*

Tenant(s) agree to the following rules to prevent infestation:

- **Reporting:** Tenant(s) will report any signs of bed bugs immediately and will NOT wait, as infestation can spread to other areas and to other units; will report any maintenance needs immediately as bed bugs can enter through the smallest of cracks, crevices and other openings.
- **Good Housekeeping:** Tenant(s) will configure furniture to help minimize areas where bed bugs like to hide, keeping furniture away from walls can help; will use zippered covers that are impermeable on all mattresses and box springs; will keep unit clean by regularly vacuuming and dusting, especially in bedrooms or sleeping areas. Clutter will be removed immediately, as this can be a breeding ground for infestation. Any new or used furniture that comes into the unit will first be inspected for bed bugs, secondhand furniture will be thoroughly inspected. If returning from traveling, Tenant(s) will always inspect all belongings for bed bugs. If having guests, Tenant(s) will inspect the unit for infestation.
- **Pest Control:** Tenant(s) agrees to comply with and cooperate with pest control services. This can comprise of the following: 1. Vacuuming all floors and closets. 2. Vacuuming all furniture, mattresses, box springs, cushions, drawers, and bedding. 3. Removing all bedding and securing in non-permeable bags to transport to either landfill of laundry. 4. Mattresses must be inspected carefully: if minimal infestation can be cleaned then covered with vinyl covers, it can be used again. Heavy infestation will require disposal in the correct manner. 5. Inspection of all personal property including but not limited to toys, shoes, clothing, bedding, nightstands, dressers, boxes, and stored items. 6. Bag washable and not washable items separately. Used bags must be discarded following local rules for disposal. 7. Clean all machine washable items (bedding, drapes, clothing and other items) in the hottest water available and dry at the highest settings. Discard any items that can't be decontaminated. 8. Make sure to arrange furniture for easy access so the pest control company can get to all areas of the unit, wall, closets etc.

Tenant(s) agree to reimburse the Landlord for treatment cost if it is determined that any infestation of bed bugs commences in the Tenant's unit.

Tenant(s) agrees that failure to comply with the terms of this Addendum shall constitute a breach of the Lease Agreement and may subject Tenant(s) to court action, including but not limited to, a lawsuit for evictions. Tenant(s) agrees to reimburse the Landlord for the expenses which arise in any action, claim, loss, damage, and expenses including but not limited to the attorney's fees the Landlord may sustain or incur as a result of the failure of the Tenant(s) or guest of the Tenant(s) to comply with the terms of the Addendum.

****Tenant(s) warrants that all personal property and furnishings that will be moved into the unit have been inspected and are bed bug free.** RF BLC (initials)

I have read and agree to the above Terms and Conditions of this Addendum:

Housing Hub LLC (Authorized Agent):

X melanie olson DocuSigned by: F74EF052DC52424... Print melanie olson Date: 03/30/2023

Tenant(s):

X AMY FARAH DocuSigned by: 702FBE1B5B11468... Print AMY FARAH Date: 04/18/2023

X Breanna Knott Print Breanna Knott Date: 04/18/2023

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

X _____ Print _____ Date: _____

Tenant(s) acknowledge receipt of this addendum by signature of this document.



Smoke-Free Addendum

This Addendum is a part of the Residential Lease and any Lease Renewals between Tenant(s) and Landlord for

Property Address: 416 Daly St **Unit** Lower, Saint Paul MN 55102.

1. **Purpose and Application of Smoke-Free Policy:** The parties desire to mitigate (i.) the irritation and known adverse health effects of secondhand smoke; (ii.) the increased maintenance, cleaning, and redecorating costs from smoking; (iii.) the increased risk of fire from smoking; and (iv.) the higher costs of fire insurance for a non-smoke-free building. Tenant acknowledges that the smoke-free policy established by this Lease Addendum is applicable for all properties owned or managed by Landlord.
2. **Definitions:**
 - a. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device in which creates an aerosol or vapor, in any manner or in any form.
 - b. "Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vaping pen, or under any other product name or descriptor.
3. **Smoke-Free Building and Grounds:** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household shall be designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the apartment unit rented by Tenant, including any associated balconies, decks, or patios; in the common areas of the building where the Tenant's dwelling is located, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, and elevators; or in any of the common areas or adjoining grounds of such building or other parts of the rental community, including entryways, patios, and yards, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. Tenant(s) and guests of Tenant's **must be at least 25 (twenty-five) feet away from the property.** If NO SMOKING signs are missing or taken down, the Tenant shall notify Housing Hub immediately.
4. **Tenant to Promote Smoke-Free Policy and to Alert Landlord of Violations:** Tenant shall inform Tenant's guests of the smoke-free policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco or marijuana smoke, or vapor from an electronic cigarette, is migrating into the Tenant's apartment unit from sources outside the Tenant's unit.
5. **Landlord to Promote Smoke-Free Policy:** Landlord shall post no-smoking signs at entrances and exits, common areas, and hallways, and in conspicuous places on the grounds of the apartment building.
6. **Other Tenants are Third-Party Beneficiaries of Tenant's Agreement:** Tenant agrees that the other Tenants in the building are third-party beneficiaries of Tenant's smoke-free Lease Addendum with Landlord. A Tenant may bring legal action against another Tenant related to this smoke-free Lease Addendum, but a Tenant shall not have the right to evict another Tenant. Any legal action between Tenants related to this smoke-free Lease Addendum shall not create a presumption that the Landlord breached the Lease Addendum.

Smoke-Free Addendum (continued)

- 7. **Effect of Breach and Right to Terminate Lease:** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Lease Addendum shall be considered a material breach of the Lease and grounds for enforcement actions, including eviction, by the Landlord. Tenant acknowledges that a breach of this Lease Addendum shall also render Tenant liable to Landlord for the costs of repair to Tenant's unit due to damage from smoke odors or residue.
- 8. **Disclaimer by Landlord:** Tenant acknowledges that Landlord's adoption of this smoke-free policy and the efforts to designate Tenant's building as smoke-free do not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke or vapor. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the provisions of this Lease Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Landlord shall take reasonable steps to enforce this smoke-free policy. Landlord is not required to take steps in response to smoking in violation of this agreement unless Landlord knows of the smoking or has been given written notice of the smoking. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Lease Addendum than any other landlord obligation under the Lease.

Housing Hub LLC (Authorized Agent):

X DocuSigned by:
melanie olson _____ Print melanie olson _____ Date: 03/30/2023
F74EF052DC52424...

Tenant(s):

X DocuSigned by:
AMY FARAH _____ Print AMY FARAH _____ Date: 04/18/2023
D62D55F8F895497...

X DocuSigned by:
Breanna Knott _____ Print Breanna Knott _____ Date: 04/18/2023
702FBE1B5B11468...

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Exhibit

3

MINNESOTA
JUDICIAL
BRANCH

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[Skip to main content](#)

Hello

[Amy Farah](#)

- [Home](#)
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- [Log Out](#)

Property Address 416 Daly St - Lower, Saint Paul, MN 55102 [Log Out](#)[menu](#)

Account Ledger

Showing all transactions

Starting Balance

0.00

Date	Charge	Payment	Balance
01/28/2022	1,150.00		1,150.00

Description Owner Held Security Deposits**Paid By**

01/28/2022	-1,150.00		0.00
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Description Owner Held Security Deposits**Paid By**

01/29/2022		1,035.00	-1,035.00
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Description ACH Payment (Reference #4BAA-E270)**Paid By** Amy Farah

02/01/2022	1,035.00		0.00
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Description Rent Income - February 2022 (Prorated)**Paid By**

02/25/2022		1,150.00	-1,150.00
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Description ACH Payment (Reference #6913-EA30)**Paid By** Amy Farah

Date	Charge	Payment	Balance
03/01/2022	1,150.00		0.00
Description Rent Income - March 2022			
Paid By			
03/29/2022		1,150.00	-1,150.00
Description ACH Payment (Reference #B920-0EE0)			
Paid By Amy Farah			
04/01/2022	1,150.00		0.00
Description Rent Income - April 2022			
Paid By			
04/27/2022		1,150.00	-1,150.00
Description ACH Payment (Reference #91D7-6A20)			
Paid By Amy Farah			
05/01/2022	1,150.00		0.00
Description Rent Income - May 2022			
Paid By			
05/31/2022		1,150.00	-1,150.00
Description ACH Payment (Reference #1972-6730)			
Paid By Breanna Knott			
06/01/2022	1,595.00		445.00
Description Rent Income - June 2022			
Paid By			
06/01/2022	100.00		545.00
Description Garage / Parking - June 2022 - Garage Lower			
Paid By			
06/01/2022		545.00	0.00
Description ACH Payment (Reference #65FB-4BD0)			
Paid By Breanna Knott			
06/01/2022		9.00	-9.00
Description ACH Payment (Reference #85C1-3010)			
Paid By Breanna Knott			
06/01/2022	9.00		0.00
Description Housing Hub Tenant Admin Fee - June 2022			
Paid By			
06/26/2022		1,704.00	-1,704.00
Description ACH Payment (Reference #8C75-E860)			
Paid By Breanna Knott			
07/01/2022	1,595.00		-109.00
Description Rent Income - July 2022			
Paid By			
07/01/2022	100.00		-9.00

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Date	Charge	Payment	Balance
Description Garage / Parking - July 2022 - Garage Lower			
Paid By			
07/01/2022	9.00		0.00
Description Housing Hub Tenant Admin Fee - July 2022			
Paid By			
07/24/2022		1,704.00	-1,704.00
Description ACH Payment (Reference #379C-EA60)			
Paid By Breanna Knott			
08/01/2022	1,595.00		-109.00
Description Rent Income - August 2022			
Paid By			
08/01/2022	100.00		-9.00
Description Garage / Parking - August 2022 - Garage Lower			
Paid By			
08/01/2022	9.00		0.00
Description Housing Hub Tenant Admin Fee - August 2022			
Paid By			
08/26/2022		1,704.00	-1,704.00
Description ACH Payment (Reference #D44E-DD90)			
Paid By Breanna Knott			
09/01/2022	1,595.00		-109.00
Description Rent Income - September 2022			
Paid By			
09/01/2022	100.00		-9.00
Description Garage / Parking - September 2022 - Garage Lower			
Paid By			
09/01/2022	9.00		0.00
Description Housing Hub Tenant Admin Fee - September 2022			
Paid By			
09/30/2022		1,704.00	-1,704.00
Description ACH Payment (Reference #7CAE-E280)			
Paid By Breanna Knott			
10/01/2022	1,595.00		-109.00
Description Rent Income - October 2022			
Paid By			
10/01/2022	100.00		-9.00
Description Garage / Parking - October 2022 - Garage Lower			
Paid By			
10/01/2022	9.00		0.00
Description Housing Hub Tenant Admin Fee - October 2022			

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Housing Hub, LLC - Account Ledger

Paid Date	Charge	Payment	Balance
10/28/2022		1,704.00	-1,704.00
Description ACH Payment (Reference #25D3-77E0)			
Paid By Breanna Knott			
11/01/2022	1,595.00		-109.00
Description Rent Income - November 2022			
Paid By			
11/01/2022	100.00		-9.00
Description Garage / Parking - November 2022 - Garage Lower			
Paid By			
11/01/2022	9.00		0.00
Description Housing Hub Tenant Admin Fee - November 2022			
Paid By			
11/26/2022		1,704.00	-1,704.00
Description ACH Payment (Reference #3E6C-4370)			
Paid By Breanna Knott			
12/01/2022	1,595.00		-109.00
Description Rent Income - December 2022			
Paid By			
12/01/2022	100.00		-9.00
Description Garage / Parking - December 2022 - Garage Lower			
Paid By			
12/01/2022	9.00		0.00
Description Housing Hub Tenant Admin Fee - December 2022			
Paid By			
12/23/2022		1,704.00	-1,704.00
Description ACH Payment (Reference #910A-8A60)			
Paid By Breanna Knott			
01/01/2023	1,595.00		-109.00
Description Rent Income - January 2023			
Paid By			
01/01/2023	100.00		-9.00
Description Garage / Parking - January 2023 - Garage Lower			
Paid By			
01/01/2023	9.00		0.00
Description Housing Hub Tenant Admin Fee - January 2023			
Paid By			
01/24/2023		1,704.00	-1,704.00
Description ACH Payment (Reference #A3E2-F120)			
Paid By Breanna Knott			

Date	Charge	Payment	Balance
02/01/2023	1,595.00		-109.00
Description Rent Income - February 2023			
Paid By			
02/01/2023	100.00		-9.00
Description Garage / Parking - February 2023 - Garage Lower			
Paid By			
02/01/2023	9.00		0.00
Description Housing Hub Tenant Admin Fee - February 2023			
Paid By			
02/27/2023		1,704.00	-1,704.00
Description ACH Payment (Reference #163B-CFB0)			
Paid By Breanna Knott			
03/01/2023	1,595.00		-109.00
Description Rent Income - March 2023			
Paid By			
03/01/2023	100.00		-9.00
Description Garage / Parking - March 2023 - Garage Lower			
Paid By			
03/01/2023	9.00		0.00
Description Housing Hub Tenant Admin Fee - March 2023			
Paid By			
03/31/2023		1,704.00	-1,704.00
Description ACH Payment (Reference #E79A-C250)			
Paid By Breanna Knott			
04/01/2023	1,595.00		-109.00
Description Rent Income - April 2023			
Paid By			
04/01/2023	100.00		-9.00
Description Garage / Parking - April 2023 - Garage Lower			
Paid By			
04/01/2023	9.00		0.00
Description Housing Hub Tenant Admin Fee - April 2023			
Paid By			
04/28/2023		1,704.00	-1,704.00
Description ACH Payment (Reference #4C53-0890)			
Paid By Breanna Knott			
05/01/2023	1,595.00		-109.00
Description Rent Income - May 2023			
Paid By			
05/01/2023	100.00		-9.00

7/27/23, 11:15 PM

Date	Charge	Payment	Balance
Description Garage / Parking - May 2023 - Garage Lower			
Paid By			
05/01/2023	9.00		0.00
Description Housing Hub Tenant Admin Fee - May 2023			
Paid By			
05/26/2023		2,076.00	-2,076.00
Description ACH Payment (Reference #1814-D450)			
Paid By Breanna Knott			
06/01/2023	100.00		-1,976.00
Description Garage / Parking - June 2023 - Garage Lower			
Paid By			
06/01/2023	299.00		-1,677.00
Description MTM lease term fee - June 2023			
Paid By			
06/01/2023	12.00		-1,665.00
Description Housing Hub Tenant Admin Fee - June 2023			
Paid By			
06/01/2023	1,640.00		-25.00
Description Rent Income - June 2023			
Paid By			
06/01/2023	25.00		0.00
Description Pet Rent - June 2023			
Paid By			
06/27/2023		1,777.00	-1,777.00
Description ACH Payment (Reference #8273-08E0)			
Paid By Breanna Knott			
07/01/2023	100.00		-1,677.00
Description Garage / Parking - July 2023 - Garage Lower			
Paid By			
07/01/2023	12.00		-1,665.00
Description Housing Hub Tenant Admin Fee - July 2023			
Paid By			
07/01/2023	1,640.00		-25.00
Description Rent Income - July 2023			
Paid By			
07/01/2023	25.00		0.00
Description Pet Rent - July 2023			
Paid By			
07/26/2023		1,777.00	-1,777.00
Description ACH Payment (Reference #7B3D-5880)			

Paid	By	Charge	Payment	Balance
	Breanna Knox			
				Ending Balance
				-1,777.00

Housing Hub, LLC

[\(651\) 488-2437](tel:(651)488-2437)

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MINNESOTA
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Exhibit

4

MINNESOTA
JUDICIAL
BRANCH



DEPARTMENT OF SAFETY & INSPECTIONS
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8953 | Fax: 651-266-9124

June 2, 2022

Nancy E & Laurence Kasella
416 Daly St.
Saint Paul, MN 55102

NOTICE OF RENT STABILIZATION COMPLAINT

RE: 416 Daly Street

Dear Property Representative:

This letter is in response to an inquiry we received regarding compliance with the City's rent stabilization ordinance, Saint Paul Legislative Code Chapter 193A.

The rent stabilization ordinance limits a rent increase to 3% annually. Landlords can formally request an exception to the 3% annual rent increase limit through a petition process. The City will approve a petition for an increase if the petition demonstrates the increase is necessary for a landlord to receive a reasonable return on investment in their property. If the City approves the exception and allows for an increase greater than 3% of the annual rent, the landlord should notify the tenant of the rent increase.

Saint Paul Legislative Code Section 193A.06(a) lays out seven factors that the City will consider when determining whether a landlord's request should be granted. The rent stabilization rules, which are available at www.stpaul.gov/rent-stabilization, specify how landlord requests will be evaluated. Landlords may apply for an exception under any one of the factors listed below; however, all factors will be considered when making a final determination. In addition, all rental units must comply with the implied warranty of habitability in order to be considered for an exception for rent increase.

Generally, the rules are designed to provide landlords with a reasonable return on investment, which takes into account the following:



DEPARTMENT OF SAFETY & INSPECTIONS
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8953 | Fax: 651-266-9124

- **Reasonable return standard:** Maintenance of Net Operating Income (MNOI) will be used as the means to evaluate a reasonable return, considering increases in property taxes, insurance and operating costs, and other factors, relying upon a base year of 2019.
- **Planned or completed capital improvements:** Certain improvements add to a property's value and prolong its useful life over more than one year. This includes costs beyond ordinary maintenance or repair but not repairs needed for the property to meet local property code standards. Amortized costs of capital improvements will be considered, subject to certain conditions listed in the rule.
- **Changes in the number of tenants:** Increases or decreases in the number of people living in a rental unit, permitted by the rental agreement in effect on May 1, 2022, may affect the rent allowable for a unit. Grounds for tenant objections to the accuracy of the information submitted are also found in this rule.
- **Changes in space or services:** The City will take the following into consideration when evaluating requests: whether a landlord has added or reduced space or services; whether the property has deteriorated; whether there are any failures to provide adequate services; and more.
- **Pattern of increases or decreases in rent:** The Consumer Price Index (CPI) is used as the basis for determining a pattern of rent increases or decreases.

More information can be obtained at: www.stpaul.gov/rent-stabilization.

If you are in violation of the rent stabilization ordinance, or if you require a rental increase above 3%, please submit a petition to have rent increase greater than 3% or reduce your rent to no more than a 3% increase. Under Saint Paul Legislative Code Section 193A.08, failure to comply with the ordinance may result in litigation, a criminal citation, or any other remedy available at equity or law.

If you have any questions, email: rent-stabilization@ci.stpaul.mn.us or call 651-266-8553.

Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Rent Stabilization Team



Exhibit

5

MINNESOTA
JUDICIAL
BRANCH



DEPARTMENT OF SAFETY & INSPECTIONS
ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8953 | Fax: 651-266-9124

June 24, 2022

Housing Hub
351 Kellogg Boulevard East
Saint Paul, MN 55101-1411

NOTICE OF RENT STABILIZATION COMPLAINT

RE: 416 Daly Street

Dear Property Representative:

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ANGIE WIESE, DIRECTOR

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Tel: 651-266-8953 | Fax: 651-266-9124

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Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Rent Stabilization Team