



APPLICATION FOR APPEAL

Saint Paul City Council – Legislative Hearings

RECEIVED

JUL 25 2024

CITY CLERK

310 City Hall, 15 W. Kellogg Blvd.

Saint Paul, Minnesota 55102

Telephone: (651) 266-8585

We need the following to process your appeal:

- ☒ \$25 filing fee (non-refundable) (payable to the City of Saint Paul)(if cash: receipt number 885547)
- ☒ Copy of the City-issued orders/letter being appealed
- ☒ Attachments you may wish to include
- ☒ This appeal form completed
- ☒ Walk-In OR ☐ Mail-In
- for abatement orders only: ☐ Email OR ☐ Fax

HEARING DATE & TIME

(provided by Legislative Hearing Office)

Tuesday, July 30, 2024

Location of Hearing:

☒ Telephone: you will be called between

1:00 p.m. & 3:00 p.m.

☐ In person (Room 330 City Hall) at: _____

(required for all Fire C of O revocation & vacate; Condemnation orders)

Address Being Appealed:

Number & Street: 1688 Euclid St. City: St. Paul State: MN Zip: 55106

Appellant/Applicant: Yia Jef Yang Email: yang0401@umn.edu

Phone Numbers: Business _____ Residence _____ Cell 651-200-1810

Signature: [Signature] Date: 7-25-24

Name of Owner (if other than Appellant): _____

Mailing Address if Not Appellant's: _____

Phone Numbers: Business _____ Residence _____ Cell _____

What Is Being Appealed and Why?

Attachments Are Acceptable

☐ Vacate Order/Condemnation/

☐ Revocation of Fire C of O

☐ Summary/Vehicle Abatement

☐ Fire C of O Deficiency List/Correction

☐ Code Enforcement Correction Notice

☒ Vacant Building Registration

☐ Other (Fence Variance, Code Compliance, etc.)

The house is not vacant, its currently occupied since July 1, 2024. There was a 2-month period where I was cleaning it out and fixing it up.

Revised 3/18/2021



CITY OF SAINT PAUL

375 Jackson Street, Suite 220
Saint Paul, MN 55101- 1806Telephone: 651- 266- 8989
Facsimile: 651- 266- 1919
www.stpaul.gov/dsi

July 11, 2024

Yia Jef Yang
438 Nebraska Ave E
St Paul MN 55130- 3227

Customer #: 1893514

Bill #: 1854720

**VACANT BUILDING REGISTRATION FEE
WARNING LETTER**

The Saint Paul City Council has adopted legislation which requires owners of vacant buildings to pay an annual fee and submit a registration plan on the form(s) enclosed with this letter. The annual fee is **\$2,459.00**. The purpose of this fee is to partially reimburse the City for administrative costs for registering and processing the Vacant Building Owner Registration forms and for the cost of monitoring these properties for compliance with Saint Paul Legislative Codes.

The fee for the vacant building located at 1688 EUCLID ST is now past due. You have fifteen (15) days from the date of this letter to pay this bill before this fee is sent to assessment, to be collected with your property taxes.

DO NOT MAIL CASH

Saint Paul Legislative Code, Chapter 43, requires this fee be paid no later than thirty (30) days after the building becomes vacant, and if not paid, the owner shall be subject to collections and prosecution as prescribed in the Legislative Code. Also, if at any time the registration fee is unpaid and owing, building permits will be denied for this building.

The full amount owed will be assessed to, and collected with, the taxes for this property as permitted by Saint Paul Legislative Code Chapter 43.

The owner(s) still will be subject to a criminal Summons and Complaint for failure to pay this vacant building registration fee. This citation will necessitate a court appearance in Ramsey County District Court and the owner(s) will be subject to penalties provided for by law. The enclosed registration form must accompany the fee payment.

You may pay this registration fee online by going to **online.stpaul.gov** and selecting the 'Make a Payment' option. You will need your customer number and bill number to process a payment - both can be found on this letter.

If you wish to pay in person, you may do so from 8:00am to 4:00pm Monday through Friday at:

DEPARTMENT OF SAFETY AND INSPECTIONS
375 Jackson Street, Suite 220
Saint Paul, MN 55101- 1806

All category 2 and category 3 vacant buildings must be winterized with gas and water services shut off or, alternately, an excess flow gas valve must be installed in the dwelling, within sixty (60) days of the date of this notice.

WRITTEN PERMISSION FROM THE CITY OF SAINT PAUL IS REQUIRED BEFORE A CATEGORY 2 OR CATEGORY 3 VACANT BUILDING CAN BE OCCUPIED OR SOLD.

Category 2: Requirements include: 1. register/re-register the building, 2. pay outstanding fee(s), 3. obtain a code compliance report, 4. submit for approval a rehab cost estimate from a licensed contractor and a schedule for completion of all code compliance work, 5. submit proof of financial responsibility acceptable to the City, and 6. obtain Zoning approval of the proposed use.

Category 3: All requirements listed for Category 2 vacant buildings, AND obtain a **Certificate of Occupancy OR Certificate of Code Compliance** prior to the sale of the building.

If the use of this building meets the definition of a nonconforming use by the Zoning Code, then the use will lose its nonconforming status 365 days from the date the building was declared vacant.

If you have questions about this registration fee or other vacant building requirements, please contact the Enforcement Officer, Matt Dornfeld, at 651- 266- 1902.

This registration form and fee is required by law. Your prompt attention to this matter is appreciated.

You may file an appeal to this fee or registration requirements, **unless the fee was previously appealed**, by contacting the City Clerk's Office by calling (651)266- 8688. Any appeal of this fee must be made within ten (10) days of the date of this notice.

Steve Magner
Vacant Buildings Program Manager

Enclosures: Regulations Requirements Information
Vacant Building Registration Form

SM: md
vb_warning_letter 2/15

Also Sent To:
Bron Inc 1341 Mockingbird Lane Suite 950w Dallas TX 75247



CITY OF SAINT PAUL

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806Telephone: 651- 266- 8989
Facsimile: 651- 266- 1919
www.stpaul.gov/dsi

July 11, 2024

Bron Inc
1341 Mockingbird Lane Suite 950w
Dallas TX 75247

Customer #: 1886738

Bill #: 1854720

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SM: md
vb_warning_letter 2/15

Also Sent To:
Yia Jef Yang 438 Nebraska Ave E St Paul MN 55130- 3227



✓ 1



✓ 2



✓ 3



✓ 4



✓ 5.1



✓ 5

photos taken June 20, 2024



Photos taken July 7, 2024
by new tenants



MINNESOTA STANDARD RESIDENTIAL LEASE

© Copyright 2011 by Minnesota State Bar Association, Minneapolis, Minnesota. BEFORE YOU USE OR SIGN THIS LEASE, YOU SHOULD CONSULT WITH A LAWYER TO DETERMINE THAT THIS CONTRACT ADEQUATELY PROTECTS YOUR LEGAL RIGHTS. Minnesota State Bar Association disclaims any liability arising out of use of this form.

The Office of the Minnesota Attorney General certifies that this contract complies with the requirements of Minn. Stat. §325G.31 (1999). CERTIFICATION OF A CONTRACT BY THE MINNESOTA ATTORNEY GENERAL UNDER THE PLAIN LANGUAGE CONTRACT ACT IS NOT OTHERWISE AN APPROVAL OF THE CONTRACT'S LEGALITY OR LEGAL EFFECT.

Landlord and Tenant agree to the following terms.

TENANTS. (Each adult who signs this Lease is a "Tenant.") Yia Xiong

OTHER OCCUPANTS. Tommy Thao
Phoenix Xiong, Skylar Xiong, Athena Xiong,
Alexus Xiong

LANDLORD. Jeff Yia Yang

The Premises ("Premises") includes dwelling unit number _____

at (street address) 1688 Euclid St (city) St. Paul MN (zip code) 55106

and garage no. _____, storage unit no. _____, parking stall no. _____

Term of Lease. (Write number of months or "month-to-month.") _____

Starting Date of Possession 10/2/23 Ending Date of Possession (if known) 9/30/24

Monthly Rent \$ 1,200.00 Security Deposit \$ 0

Late Fee \$ 0 (In no case may the late fee exceed 8.0% of the overdue rent payment. Minn. Stat. Section 504B.177.)

OTHER CHARGES (specify) _____

RECEIPT. RECEIVED FROM TENANT BY LANDLORD AT THE SIGNING OF THIS LEASE:	AMOUNT
FIRST MONTH'S RENT PAID IN ADVANCE	
FIRST MONTH'S UTILITIES PAID IN ADVANCE (See Choices 3 and 4 below.)	
LAST MONTH'S RENT PAID IN ADVANCE	
SECURITY DEPOSIT PAID IN ADVANCE	
FIRST MONTH'S RENT FOR GARAGE PAID IN ADVANCE	
FIRST MONTH'S RENT FOR STORAGE UNIT PAID IN ADVANCE	
OTHER (Specify) _____ PAID IN ADVANCE	
TOTAL RECEIVED FROM TENANT:	

Notice. Under Minnesota law, the landlord of a single-metered residential building is the bill payer responsible and shall be the customer of record contracting with the utility for utility services. Utilities and Services will be paid as follows.

UTILITIES:	Included in Rent	Not Included in Rent; Paid or Billed Separately		
	Choice No. 1	Choice No. 2	Choice No. 3	Choice No. 4
	LANDLORD PAYS SERVICE PROVIDER	TENANT PAYS DIRECTLY TO SERVICE PROVIDER	TENANT PAYS LANDLORD (Reimbursement for separately metered utility or for service for Tenant's Premises with separate billing or account in Landlord's name.) (ADDED TO RENT.)	TENANT PAYS LANDLORD FOR A PORTION OF UTILITIES OR SERVICES (Tenant's Premises does not have a separate meter.) (ADDED TO RENT.)
UTILITY OR SERVICE	(Utilities and services are included in rent.)	(Tenant's Premises has a separate meter and separate billing or account in Tenant's name.)		
>>>>>> CHECK ONLY ONE COLUMN FOR EACH UTILITY OR SERVICE <<<<<<<				
Natural Gas		✓		
Water & Sewer		✓		
Electricity		✓		
Fuel Oil				
Garbage Collection		✓		
Telephone				
Cable Communication				
Association Fees				
Other Utility or Service (Specify)				
NOTE: If either Choice No. 3 or Choice No. 4 is checked for any utility or service, Landlord must complete Part 35 of this Lease before Tenant signs. Caution: Minneapolis and other cities might prohibit the apportioning of utilities (Choice No. 4).			SEE NOTE IF CHOICE NO. 3 OR CHOICE NO. 4 IS CHECKED FOR ANY UTILITY OR SERVICE.	

CHECK APPLIANCES INCLUDED

☒ REFRIGERATOR
☒ KITCHEN STOVE
☐ MICROWAVE
☐ DISHWASHER
☐ TRASH COMPACTER

☒ CLOTHES WASHER
☒ CLOTHES DRYER
☐ WINDOW UNIT AIR CONDITIONER
☐ GAS GRILL
☐ OTHER

The person authorized to manage the Premises is

Name _____
Street Address, (not P.O. Box) _____
City, State, Zip code _____ Telephone _____

The Landlord or agent authorized to accept service of process and receive and give receipts for notices is

Name _____
Street Address, (not P.O. Box) _____
City, State, Zip code _____ Telephone _____

List any additional agreements here. Attach a copy of each additional agreement to each copy of the Lease.

TERMS OF THIS LEASE.

1. **OCCUPANCY AND USE.** Only the Tenants and Occupants listed above may live in the Premises, except as allowed by law. The Premises, Utilities and Services shall be used only for common residential uses.

2. **RENT.** Tenant shall pay Rent in advance on or before the first day of every month. Tenant shall pay the Rent at _____ *open* _____ or other reasonable place requested by Landlord.

3. **LATE FEE AND RETURNED CHECK FEE.** If Landlord does not receive the rent by the fifth day of the month, Tenant must pay any late fee listed above as additional rent if requested in writing by Landlord. Tenant shall also pay \$20.00 for each unpaid check returned by Tenant's bank. Rent is "paid" when Landlord receives it, not when mailed or sent by Tenant.

4. **SECURITY DEPOSIT.** Landlord may use the security deposit

A. To cover Tenant's failure to pay rent or other money due Landlord.

B. To return the Premises to its condition at the start of the tenancy except for ordinary wear and tear.

Within 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.

5. **EACH TENANT RESPONSIBLE.** Each Tenant is responsible for all money due to Landlord under this Lease, not just a proportionate share.

6. **TENANT PAYS FOR DAMAGE.** Tenant shall pay for all loss, cost, or damage (including plumbing trouble) caused by the willful or irresponsible conduct of Tenant or by a person under Tenant's direction or control.

7. **LANDLORD'S NON-WAIVER.** Payments other than rent are due when Landlord demands them from Tenant. Landlord's failure or delay in demanding payments is not a waiver. Landlord may demand payments before or after Tenant vacates the Premises.

8. **ATTORNEY'S FEES.** The court may award reasonable attorney's fees and costs to the party who prevails in a lawsuit about the tenancy.

9. **PREMISES INSPECTION.** Landlord and Tenant inspected the Premises together and signed an inspection sheet before signing this Lease. A copy is attached. When the Lease ends, Landlord and Tenant shall inspect again and complete a second inspection sheet.

10. **LANDLORD'S PROMISES.**

A. The Premises and all common areas are fit for the use intended by Landlord and Tenant.

B. Landlord shall make necessary repairs. Landlord need not repair damage caused by the willful or irresponsible conduct of Tenant, Tenant's guests, or a person under Tenant's direction or control.

C. Landlord shall keep the Premises up to code unless a violation of the codes has been caused by the willful or irresponsible conduct of Tenant, Tenant's guests, or a person under Tenant's direction or control.

11. **TENANT'S PROMISES.**

A. Tenant shall not allow damage to the Premises.

B. Tenant shall not allow waste of the Utilities or Services provided by Landlord.

C. Tenant shall make no alterations or additions.

D. Tenant shall remove no fixtures.

E. Tenant shall not paint the Premises without Landlord's written consent.

F. Tenant shall keep the Premises clean and tidy.

G. Tenant shall not unreasonably disturb the peace and quiet of others.

H. Tenant shall not interfere with the management of the property and shall not allow Tenant's guests to do so.

I. Tenant shall use the Premises only as a private residence.

J. Tenant shall not use the Premises in any way that is unlawful, illegal, or dangerous.

K. Tenant shall not use the Premises in any way that would cause a cancellation, restriction or increase in premium in Landlord's insurance.

L. Tenant shall not use or store in or near the Premises any inflammable or explosive substances in an unsafe manner.

M. Tenant shall notify Landlord in writing of any repairs to be made.

N. Tenant shall recycle or dispose of trash in the outside containers provided for those purposes.

12. **TENANT'S TELEPHONE.** Tenant shall give Landlord the Tenant's home phone number within 2 days after service is started or the phone number is changed.

13. **RESTRICTIONS.**

A. **WATERBEDS.** Tenant shall not have water beds or other water-filled furniture on the Premises.

B. **PETS.** Tenant shall not have animals or pets on the Premises without Landlord's prior written approval.

C. **LOCKS.** Tenant shall not add or change locks. At Tenant's request, Landlord will change the locks or have the lock cylinders re-keyed at Tenant's expense. If the locks do not meet current municipal codes or regulations, Landlord shall change the locks at Landlord's expense.

D. **VEHICLES.** Tenant shall have no motor home, camper, trailer, boat, recreational vehicle, unlicensed vehicle, inoperable vehicle, vehicle on blocks, or commercial truck on the Premises or on the common area or curtilage of the Premises, except in a garage. ["Curtilage" means the grounds surrounding the building in which the Premises is located.] A commercial truck is any truck in commercial service or larger than a pickup truck. Permitted vehicles shall be parked in designated areas only. Three days after giving notice to Tenant, Landlord may remove and store the offending vehicles. Tenant shall pay reasonable removal and storage expenses as additional Rent.

14. **LANDLORD'S RIGHT TO ENTER.** Landlord may enter the Premises for a reasonable business purpose. Landlord must first make a good faith effort to give Tenant reasonable notice of the intent to enter. Landlord may enter the Premises in an emergency. Landlord must disclose the date, time and purpose of the emergency entry in writing. The writing must be left in a conspicuous place in the Premises.

15. **DAMAGE OR INJURY TO TENANT OR TENANT'S PROPERTY.** Landlord is not responsible for any injury or damage that was not caused by a willful or negligent act or failure to act of Landlord. Tenant may obtain Renter's Insurance

16. **NOTICE OF DANGEROUS CONDITIONS.** Tenant shall promptly notify Landlord of any conditions that might cause damage to the Premises or waste Utilities or Services provided by Landlord. The notice may be oral or in writing.

17. **SUBLETTING.** Tenant shall not sublet part or all of the Premises without Landlord's written consent. Tenant shall not assign this Lease without Landlord's written consent. The consent shall not be unreasonably withheld or delayed.

18. **MOVING OUT OR HOLDING OVER.** Tenant must move out not later than 11:59 p.m. on the Ending Date. If Tenant occupies the Premises after the Ending Date with Landlord's permission and this Lease has not been renewed nor a new Lease made, this Lease becomes a month-to-month lease under its original terms.

19. **NOTICE IF LEASE BECOMES MONTH-TO-MONTH** If this Lease is or becomes month-to-month, written notice is required by Landlord or Tenant to end the Lease. The notice must end the lease on the last day of a month and must be received before the first day of that month. For example, to end a month-to-month lease on April 30, the notice must be received on March 31 or earlier.

20. **VACATING.** When moving out, Tenant must:

A. Leave the Premises in the same condition as at the start of the Lease, except for ordinary wear and tear and fire or casualty loss.

B. Completely vacate the Premises, including storage units, garage and parking stalls.

C. Give Landlord a forwarding address.

D. Give Landlord all keys and personal property issued to Tenant for Tenant's use such as garage door openers, and tools. If Tenant does not return all keys within 24 hours of vacating, Landlord may change the locks and charge reasonable costs to Tenant.

21. **PREMISES DESTROYED, UNINHABITABLE OR UNFIT FOR OCCUPANCY.**

A. If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through no fault or neglect of Tenant or a person under Tenant's direction or control, either Landlord or Tenant may end this Lease. To end the lease, Tenant or Landlord shall give prompt written notice to the other. Rent shall be prorated as of the date the Premises became unfit for occupancy.

B. If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through the fault or neglect of Tenant or a person under Tenant's direction or control, Landlord may end this Lease. Landlord shall give prompt written notice to Tenant.

22. **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).

23. **DUTY TO PAY RENT AFTER EVICTION OR SURRENDER.** Rent is due under this Lease even if Tenant surrenders the Premises or is evicted by Landlord. Landlord shall make good faith efforts to mitigate damages.

24. **SUBORDINATION.** This lease is subordinate to any mortgage against the Premises. No new owner or lender shall disturb Tenant's occupancy, but shall have Landlord's remedies if Tenant defaults. Tenant shall sign documents reasonably requested by Landlord. Tenant appoints Landlord as attorney-in-fact to sign such documents for any mortgage.

25. **EXERCISE OF RIGHTS AND REMEDIES.** Either party may use any or all of its legal rights and remedies. The use of one or more rights or remedies is not an election of remedies.

26. **SUBROGATION.** Tenant and Landlord give up all rights of subrogation against the other for loss or damage covered by insurance.

27. **TERMS.** Where appropriate, singular terms include the plural and plural terms include the singular.

28. **MISREPRESENTATIONS.** Any materially false statement made by either Landlord or Tenant to the other that induces the signing of this Lease is a breach of this Lease.

29. **ATTACHMENTS ARE PART OF LEASE. NO ORAL AGREEMENTS.** Attachments to this Lease, such as Landlord's building rules, if any, are a part of this Lease. No oral agreements have been made. This Lease with its attachments is the entire agreement between Landlord and Tenant.

30. **NOTICES.** A notice or demand mailed to or handed to any one of the Tenants named above is notice to all Tenants.

31. **NOTICE OF PROHIBITION AGAINST UNLAWFUL ACTIVITIES.**

A. Landlord and Tenant shall not unlawfully allow controlled substances in the Premises or in the common area or curtilage of the Premises. The Premises will not be used by Tenant or persons under Tenant's control to manufacture, sell, give away, barter, deliver, exchange, distribute or possess with the intent to sell, give away, barter, deliver, exchange, or distribute a controlled substance in violation of any local, state or federal law.

B. Landlord and Tenant shall not allow prostitution or prostitution-related activity as defined in MINN. STAT. §617.80, Subdivision 4, to occur on the Premises or in the common area and curtilage of the Premises.

C. Landlord and Tenant shall not allow the unlawful use or possession of a firearm in violation of MINN. STAT. §609.66, Subdivision 1a, §609.67, or §624.713 on the property, its lands, or common area.

The following notice is required by MINN. STAT. §504B.305. A seizure under §609.5317, Subd. 1, for which there is not a defense under §609.5317, Subd. 3, constitutes unlawful detention by Tenant.

32. **LEAD PAINT WARNING AND DISCLOSURE. HOUSING BUILT PRIOR TO 1978.**

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

A. **Hazards Disclosed.** Landlord knows of the following lead-based paint or lead-based paint hazards on the Premises (If none, state "none.") None

B. **Reports Disclosed.** Landlord has provided Tenant with the following, which are all records and reports available to Landlord pertaining to lead-based paint or lead-based paint hazards on the Premises. (If no such records or reports are available to Landlord, state "none.") None

C. **Tenant's Acknowledgment.** Tenant has received the records or reports noted in paragraph B., above and a copy of the pamphlet, *Protect Your Family from Lead in Your Home*, EPA publication EPA747-K-94-001.

Tenants' initials YX TT

D. **Agent's Acknowledgment.** Agent has informed Landlord of Landlord's obligations under 42 U.S.C. 4852(d) and is aware of agent's responsibility to ensure compliance.

Agent's initials JY

By signing below, Landlord, Tenant and Agent certify the accuracy of the statements in the above paragraph.

[Signature] 10-2-23 [Signature] 10-2-23 [Signature]
Landlord Date Tenant Date Agent Date

33. **CHANGES TO LEASE.** Landlord and Tenant may change the terms of this Lease in writing.

34. **SMOKING.** (check one) ☒ Tenant may allow smoking on the Premises. Outside Only
☐ Tenant shall not allow smoking on the Premises.

35. **UTILITIES SERVICE NOTICE.** If any of the utilities or services on Page 1 of this Lease is rebilled to Tenant

(Choice No. 3) or apportioned by Landlord and billed to Tenant (Choice No. 4), then this Part 35 becomes part of the Lease and must be completed by Landlord.

A. REBILLED UTILITIES (Under Choice No. 3). For each utility or service rebilled to Tenant under a meter or account that provides service exclusively to Tenant's Premises, Landlord shall provide a copy to Tenant of each billing statement from the utility provider.

B. APPORTIONED UTILITIES UNDER A SINGLE-METERED SERVICE (Under Choice No. 4).

(1) Landlord is the customer of record under contract with the utility or service provider and shall pay the provider directly.

(2) Landlord may apportion the utility or service bill among the tenants of the building. The apportionment shall be by following this equitable method or formula [state the formula precisely here, including the frequency of billing for each apportioned utility or service]: _____

(3) Upon request, Landlord shall provide Tenant with a copy of each actual utility or service bill for the building along with each apportioned services bill.

(4) Landlord must provide the following information for each apportioned utility billed to Tenant. For the most recent calendar year [state year here: _____], the actual utility bills in each month were:

MONTH	GAS	ELECTRIC	WATER/SEWER	FUEL OIL	GARBAGE	OTHER
January						
February						
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						
Column Total						
Monthly Average*						

*NOTE: If this Lease is for one year or more, then Landlord and Tenant may agree to use a monthly average as the good faith estimate of the monthly utilities bill as an annualized budget plan providing for level monthly payments. If Landlord and Tenant agree to a budget plan using monthly averages for payment of these utilities, initial here:

Landlord _____ Tenant _____ Tenant _____ Tenant _____

In subsequent lease years, Landlord shall give Tenant updated information on apportioned utilities before changing Tenant's budget plan amount.

Instead of filling out the table above, Landlord may attach copies of the 12 monthly bills for each apportioned utility.

(5) Upon Tenant's request, Landlord shall provide Tenant with copies of the actual utility or service bills for any apportioned utility or service for the past two years. However, if Landlord acquired the building less than two years ago, Landlord shall provide copies of bills back to the date that Landlord bought the building.

(6) If the gas, fuel oil, or electric charge is apportioned, Landlord shall notify Tenant by September 30 of each year that energy assistance (financial help from the government) may be available to pay for the gas, fuel oil, or electric bill. This notice shall include the toll-free telephone number of the agency which administers the energy assistance program.

FIRST INSPECTION (MOVING IN) OF [ADDRESS]: _____

	Condition	(Check if OK)	Comments
LIVING ROOM	Floor	OK	
	Ceiling	OK	
	Walls	OK	
	Doors	OK	
	Woodwork	OK	
	Light Fixtures	OK	
	Windows and Screens	OK	
	Drapes or Curtains		
	Misc.		
	DINING ROOM	Floor	OK
Ceiling		OK	
Walls		OK	
Doors		OK	
Woodwork		OK	
Light Fixtures		OK	
Windows and Screens		OK	
Drapes or Curtains			
Misc.			
KITCHEN		Floor	OK
	Ceiling	OK	
	Walls	OK	
	Doors	OK	
	Woodwork	OK	
	Light Fixtures	OK	
	Windows and Screens	OK	
	Drapes or Curtains		
	Refrigerator	OK	
	Stove	OK	
	Sink	OK	
	Misc.		
	ENTRY	Floor	OK
Ceiling		OK	
Walls		OK	
Doors		OK	
Woodwork		OK	
Light Fixtures		OK	
Windows and Screens		OK	
Drapes or Curtains			
Misc.			
BEDROOM #1		Floor	OK
	Ceiling	OK	
	Walls	OK	
	Doors	OK	
	Woodwork	OK	
	Light Fixtures	OK	
	Windows and Screens	OK	
	Drapes or Curtains		
	Misc.		
	BEDROOM #2	Floor	OK
Ceiling		OK	
Walls		OK	
Doors		OK	
Woodwork		OK	
Light Fixtures		OK	
Windows and Screens		OK	
Drapes or Curtains			
Misc.			

36. ADDITIONAL TERMS.

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Landlord and Tenant agree to the terms of this Lease.

LANDLORD

[Signature] Date 10-2-23

Date _____

Date _____

Date _____

TENANTS

[Signature] Date 10-2-23
[Signature] Date 10-2-23
[Signature] Date _____

Date _____

RECEIPT BY TENANT(S)

I have received a signed original or copy of this Lease.

TENANTS:

_____ Date:	_____ Date:
_____ Date:	_____ Date:

We have inspected the Premises and have found it to be in the condition noted above.

TENANTS:

Date signed 10/10-2-29

Current lease

MINNESOTA ASSOCIATION OF REALTORS RESIDENTIAL LEASE AGREEMENT

1. Date June 27, 2024

2. Page 1 of _____

3. Lease Agreement (Lease), dated June 27, 20 24, pertaining to the lease of the property
4. located at Street Address: 1688 Euclid St.
5. _____ City of St. Paul
6. County of Ramsey, State of Minnesota (Premises), by and between
7. (list all Tenants) Mai Hoa Chang
8. _____ (Tenant)
9. and _____ (Owner). The
10. Premises include(s) a ☒ garage ☐ storage unit ☐ parking stall identified as garage/unit/stall number _____
(Check all that apply.)

11. 1. **TERMS OF LEASE:** The following provisions and definitions apply to this Lease. They are modified and supplemented
12. by the remaining terms of this Lease.

13. (a) **Term:** The term means (check only one):

14. ☐ the period of 12 months commencing July 1, 2024
15. and terminating June 30, 2025
16. ☐ month-to-month lease commencing _____

17. (b) **Rent:** The rent is \$ 1,686.00 per month.

18. (c) **Utilities:** (see Paragraph 6):

19. ☐ Paid by ☐ Tenant ☐ Owner
(Check one.)

20. ☐ Paid in part by each with Tenant to pay for Electric + Gas
21. and Owner to pay for Water + Trash

22. (d) **Security Deposit:** The security deposit is \$ 1,686.00

23. (e) **Late Fee:** The late fee is \$ 50.00 (not to exceed eight percent
24. (8%) of the overdue rent amount).

25. (f) **Pets:** (see Paragraph 14):

26. ☒ Pets are not allowed.

27. ☐ Pets are allowed and Tenant may have _____ cats and _____ dogs in the Premises and no pet
28. may weigh more than _____ pounds. Tenant shall be allowed to have _____
29. in the Premises.

30. (g) **Occupants:** The occupants of the Premises are

31. Carilley Chang, Gloria Chu, Lucas Chu, Vivian Chu
32. _____

RESIDENTIAL LEASE AGREEMENT

33. Page 2 Date _____

34. Premises located at _____

35. (h) **Common Interest Community (CIC):** The Premises ☐ ARE ☒ ARE NOT part of a CIC.
(Check one.)

36. (i) **Notices:** Addresses for Notices:

37. If to Owner:

If to Tenant:

38. _____
39. _____
40. _____

41. _____
(Phone) (Phone)

42. (j) **Lead-Based Paint:** The Premises ☒ WERE ☐ WERE NOT built before 1978. If "were" is checked,
(Check one.)

43. Tenant acknowledges receipt of a copy of the disclosure identified in Paragraph 27.


(Tenant's Initials.)

44. 2. **TERM:** This Lease is for the term set forth in Paragraph 1(a), unless sooner terminated as provided herein, or
45. unless extended by written agreement by Tenant and Owner prior to the end of Lease term. If Owner and Tenant
46. fail to agree to mutually acceptable extension/renewal terms, this Lease shall terminate according to its original
47. term.

48. 3. **OCCUPANCY:** Only Tenant and the occupants listed in Paragraph 1(g) may reside in the Premises, unless otherwise
49. permitted by law. The number of occupants is restricted in accordance with the Minnesota State Building Code
50. and/or local building code.

51. 4. **USE OF THE PREMISES:** The Premises, and all utilities, shall be used by Tenant and occupants exclusively as a
52. private, single family dwelling for residential purposes only. The Premises may not be used for transient, hotel,
53. commercial, business or other non-residential purposes.

54. 5. **RENT:** During the term of this Lease, Tenant shall pay the rent specified in Paragraph 1(b). Rent shall be paid by
55. Tenant to Owner on or before the first day of each and every month during the Lease term. Rent is considered
56. paid when received by Owner. Each Tenant is individually responsible for payment of the full amount of the rent
57. to Owner, including additional rent as defined in this Lease. Tenant's obligation to pay rent shall survive the
58. termination of this Lease. Tenant must continue to pay all rent even if Tenant surrenders the Premises or is evicted
59. by Owner. Rent for any partial month during the term of this Lease shall be prorated.

60. 6. **UTILITIES:** If the "Paid by Tenant" box is checked in Paragraph 1(c), then Tenant shall pay all utilities directly to the
61. service provider, including water, sewer, gas, electricity, fuel oil, trash removal, recycling, telephone, cable and
62. association dues. Tenant shall be responsible to Owner for any utilities payments that have not been paid, including
63. late charges or fees imposed by the service provider.

64. If the "Paid in part by each" box is checked in Paragraph 1(c), then Tenant shall pay directly to the service provider
65. the utilities noted in Paragraph 1(c) to be paid for by Tenant and shall be responsible to Owner for any utilities
66. payments that have not been paid, including late charges or fees imposed by the service provider, and Owner shall
67. pay directly to the service provider the utilities noted in Paragraph 1(c) to be paid for by Owner. Tenant is responsible
68. for contracting for and paying for any other utilities desired. No modification to the Premises to install or add utilities
69. may occur without Owner consent in writing. Any utilities not specified to be paid by Owner shall be paid by Tenant.

70. If utilities Tenant is to pay for are provided or paid for by Owner, then Tenant shall pay Owner for such utilities upon
71. demand in the amounts due as identified in statements covering the period during which this Lease is in effect.

RESIDENTIAL LEASE AGREEMENT

72. Page 3 Date _____

73. Premises located at _____

74. 7. **COMMON INTEREST COMMUNITY:** If the Premises are part of a CIC as noted in Paragraph 1(h), then the
75. Premises are subject to the declaration, bylaws, rules and regulations and other governing documents of the CIC (the
76. Governing Documents). Copies of the current Governing Documents have been provided to Tenant and Tenant
77. acknowledges receipt of the Governing Documents. Tenant shall comply with the Governing Documents, including
78. any modifications which may be made from time to time by the CIC. Tenant acknowledges that the CIC may have
79. a right to evict Tenant for failure to comply with the terms of the Governing Documents.

80. 8. **LATE FEES:** If Owner does not receive the rent on or before the fifth (5th) day of any month, Tenant shall pay
81. a late fee in the amount stated in Paragraph 1(e) to compensate Owner for the time, expense and administrative
82. burdens resulting from such late payment. In the event the amount in Paragraph 1(e) exceeds eight percent (8%)
83. of the overdue rent payment, the late fee shall be eight percent (8%) of the overdue amount in order to comply
84. with MN Statute Chapter 504B. The late fee shall be considered additional rent. Tenant shall be assessed a returned
85. check fee in the amount of \$40 as additional rent for each unpaid check which is returned by the Tenant's bank.

86. 9. **SECURITY DEPOSIT:** Owner acknowledges receipt of the security deposit from Tenant in the amount set forth
87. in Paragraph 1(d). Owner shall retain the security deposit for the entire term of this Lease, including any extensions.
88. Owner may use the security deposit as permitted by Minnesota law, and shall, to the extent required by Minnesota
89. law, return any remaining portion of the security deposit, as well as any required interest, to Tenant following the
90. termination of this Lease. If Owner uses a portion of the security deposit during the Lease to cure a default by
91. Tenant, Tenant shall replenish the security deposit to the full amount, upon request by Owner.

92. 10. **DAMAGE TO THE PREMISES:** Tenant shall pay for all loss, damage, costs or expenses (including but not limited
93. to problems with or damage to plumbing, electrical and appliances) caused by Tenant's willful or negligent conduct,
94. or the conduct of any occupant, guest or person under Tenant's or any occupant's direction or control. Tenant
95. shall promptly notify Owner of any conditions which may cause damage to the Premises or waste of utilities or other
96. services provided by Owner. The Premises may not be modified, altered, improved or repaired without prior
97. authorization from Owner, in writing. Modification includes but is not limited to modification of floor covering or wall
98. covering, changing/replacing/adding fixtures or attachments, painting or anything which creates a hole or mark
99. that cannot be remedied without expense to the Owner.

100. 11. **INSPECTION OF THE PREMISES AND RIGHT OF ENTRY:** Owner, or Owner's designee, may enter upon the
101. Premises for any reasonable business purpose, including to inspect the Premises from time to time. Owner
102. shall make a reasonable effort to give reasonable notice to Tenant before entering the Premises, except in the case
103. of an emergency. In the event Owner enters the Premises for emergency purposes, Owner shall provide written
104. confirmation to Tenant of the emergency entry, which confirmation shall include the date, time and purpose of the
105. emergency entry.

106. 12. **COVENANTS OF OWNER:** Owner covenants and promises that:

107. (i) the Premises are fit for residential use as a single family dwelling;
108. (ii) Owner will make all necessary repairs to the Premises during the term of the Lease, except where damage is
109. caused by Tenant, any occupant and/or any guest or person under Tenant's or any occupant's direction or
110. control;
111. (iii) Owner shall keep the Premises up to applicable federal, state and local codes, except where a code violation
112. is caused by Tenant, any occupant and/or any guest or person under Tenant's or any occupant's direction
113. or control, in which case Tenant shall correct the code violation at Tenant's sole cost. Tenant shall notify
114. Owner in writing of any necessary repairs before engaging in such repair.

RE:RLA-3 (8/14)

RESIDENTIAL LEASE AGREEMENT

115. Page 4 Date _____

116. Premises located at _____

117. **13. COVENANTS OF TENANT:** Tenant covenants and promises that:

- 118. (i) Tenant will not cause damage to the Premises or allow the Premises to be damaged by others;
- 119. (ii) Tenant will not make alterations or additions to the Premises (including but not limited to such issues as
- 120. are identified in Paragraph 10) without the prior written consent of Owner;
- 121. (iii) Tenant will not remove any of Owner's personal property from the Premises (including but not limited to
- 122. appliances);
- 123. (iv) Tenant will maintain the Premises in a clean and habitable condition;
- 124. (v) Tenant will not disturb the peace and quiet of other tenants in the building and/or neighbors, or allow
- 125. any occupant or guest to do so;
- 126. (vi) Tenant will not store hazardous or flammable substances on the Premises;
- 127. (vii) Tenant will not use the Premises for illegal or unlawful activities, or in an illegal manner, or in a manner
- 128. which would cause cancellation, restriction or increase in premiums for Owner's insurance, or such use
- 129. as which would constitute a violation of applicable code or ordinance;
- 130. (viii) Tenant shall not have water beds or any water-filled furniture in the Premises;
- 131. (ix) Tenant will not smoke in the Premises or permit smoking to occur in the Premises; and
- 132. (x) Tenant will not interfere with Owner in the management of the Premises or the property surrounding the
- 133. Premises.

134. **14. PETS:** If the "Pets are not allowed" box is checked in Paragraph 1(f), Tenant shall not have animals or pets of any

135. kind in the Premises. If the "Pets are allowed" box is checked in Paragraph 1(f), Tenant may have in the Premises

136. the pets noted in Paragraph 1(f).

137. **15. VEHICLE STORAGE:** Neither Tenant nor any occupant shall store or park any unlicensed or inoperable vehicle,

138. or any motor home, camper, trailer, boat or other recreational vehicle on or around the Premises. Neither Tenant

139. nor any occupant shall store or park any commercial truck on or around the Premises. If, after three (3) days notice

140. to Tenant, Tenant fails to remove an unauthorized vehicle from on or around the Premises, Owner may remove

141. and store the vehicle, and Tenant shall pay the removal and storage expenses as additional rent.

142. **16. LOCKS:** Tenant may not add or change any locks on the Premises. At Tenant's request, Owner shall change or

143. re-key the locks at Tenant's expense. Tenant shall pay a \$150 fee for Owner to re-key the Premises, in the event

144. a key is lost or missing.

145. **17. TRANSFER OF LEASE:** Tenant may not sublet all or part of the Premises without Owner's prior written consent.

146. Tenant may not assign or sell this Lease without Owner's prior written consent.

147. **18. DAMAGE TO TENANT'S PROPERTY:** Owner shall not be responsible for any damage to Tenant's property, unless

148. such damage is caused by Owner's willful or grossly negligent conduct.

149. **19. HOLDING OVER:** Tenant may not continue to occupy the Premises after the initial term of this Lease unless this

150. Lease has been renewed in writing, or unless Owner consents to Tenant holding over. If Owner consents to Tenant

151. holding over without a written Lease extension, all provisions herein shall remain applicable except that the term of

152. the Lease shall be month-to-month. If Lease becomes month-to-month, written notice to terminate is required by

153. Owner or Tenant to end the Lease. Such written notice must end the Lease on the last day of a month, and must

154. be received before the first day of that month (e.g., notice to terminate the Lease on July 31st must be given on

155. or before the preceding June 30th).

156. **20. MOVING OUT:** Tenant and occupants shall move out not later than 12:00 p.m. (noon) on the last day of the Lease

157. term, or any extension thereof. Tenant must leave the Premises in the same condition as it was as of the date of

158. commencement of the Lease term, ordinary wear and tear excepted. Tenant shall remove all personal property of

159. Tenant and occupants, including trash, from the Premises (including any storage unit, garage or parking space).

160. Tenant shall provide Owner with Tenant's forwarding address. If Tenant fails to return to Owner all keys and garage

161. door openers within 24 hours of moving out, Tenant shall pay the costs of changing the locks and reprogramming

162. the garage opener.

RESIDENTIAL LEASE AGREEMENT

163. Page 5 Date _____

164. Premises located at _____

165. **21. DESTRUCTION OF PREMISES:** If the Premises are destroyed or become uninhabitable or unfit for occupancy, this
166. Lease shall terminate upon reasonable written notice to Tenant, unless Owner, in Owner's reasonable discretion,
167. believes Owner can complete necessary repairs to the Premises in a reasonable period of time. If the damage or
168. destruction was not a result of any fault or negligence of Tenant, Tenant shall not be responsible for payment of
169. rent for the period of time in which the Premises are uninhabitable or unfit for occupancy provided such determination
170. has been agreed by Owner and Tenant or by a court of competent jurisdiction.

171. **22. BREACH OF LEASE:** In the event of Tenant's breach of any term of this Lease, Owner has a right of re-entry and
172. may pursue all remedies available by law, including but not limited to the following:
173. (i) bring an eviction action immediately to remove Tenant and occupant from the Premises; or
174. (ii) demand in writing that Tenant immediately, or at some specified future date, surrender the Premises to
175. Owner and if Tenant fails to do so, Owner may bring an eviction action; or
176. (iii) terminate this Lease upon five (5) days written notice to Tenant. Owner's acceptance of rent or additional
177. rent during the time Tenant continues to occupy the Premises shall not be construed as a waiver of Owner's
178. right to evict Tenant. Tenant's obligation to pay rent shall continue after Tenant's eviction from the Premises,
179. through the expiration of the Lease term.

180. **23. ELECTION OF REMEDIES:** Either Owner or Tenant may exercise any or all of its legal rights and remedies at any
181. time or from time to time, and the exercise of a particular remedy shall not be construed as a waiver of that party's
182. right to exercise some other remedy or as an election of remedies.

183. **24. MISCELLANEOUS:**

184. (a) This Lease is subordinate to any mortgage on the Premises. Tenant shall sign any documents reasonably
185. requested by Owner, and hereby appoints Owner as Tenant's attorney-in-fact to execute such documents
186. as may be requested by a mortgagee.
187. (b) Any attachments to this Lease, such as rules and regulations, are part of this Lease.
188. (c) This Lease and any attachments comprise the entire agreement between Owner and Tenant. No oral
189. representations have been made. This Lease may not be modified except by written agreement of the
190. parties.

191. **25. NOTICES:** All notices and communications from Owner or Tenant to the other, required or permitted hereunder,
192. shall be in writing and shall be considered to have been duly given if personally delivered or if sent by first class
193. mail, postage prepaid, to the other party at the address set forth in paragraph 1(i), or to such other address as
194. such party may hereafter designate by notice to the other party. Notice given to one Tenant shall be considered
195. given to all Tenants.

196. **26. PROHIBITIONS AND STATUTORY NOTICES:** Owner and Tenant covenant and agree that neither will:
197. (i) unlawfully allow controlled substances in the Premises or in the common area and lawn area of the Premises;
198. (ii) allow prostitution or prostitution-related activity as defined in MN Statute 617.80, Subd. 4, to occur on the
199. Premises or in the common area and lawn area of the Premises;
200. (iii) allow the unlawful use or possession of a firearm in violation of section 609.66, Subd. 1(a), 609.67 or
201. 624.713, on the Premises or in the common area and lawn area of the Premises; or
202. (iv) allow stolen property or property obtained by robbery in the Premises or in the common area and lawn area
203. of the Premises.

204. Owner and Tenant further agree that neither they nor any person under their control will use the common area
205. and lawn area of the Premises to manufacture, sell, give away, barter, deliver, exchange, distribute, purchase or
206. possess a controlled substance in violation of any criminal provision of MN Statute Chapter 152. This covenant
207. is not violated when a person other than the Owner or Tenant possesses or allows controlled substances in the
208. Premises, common area or lawn area unless the Owner or Tenant knew or had reason to know of that activity.

209. The following notice is required by MN Statute 504B.305:

210. A seizure under MN Statute 609.5317, Subd. 1, for which there is not a defense under MN Statute 609.5317,
211. Subd. 3, constitutes unlawful detention by Tenant.

RESIDENTIAL LEASE AGREEMENT

212. Page 6 Date _____

213. Premises located at _____

214. 27. **LEAD-BASED PAINT DISCLOSURE:** If it is indicated in Paragraph 1(j) that the Premises were built before 1978,
215. then the Minnesota Association of REALTORS® Addendum to Lease Agreement Disclosure of Information on
216. Lead-Based Paint and Lead-Based Paint Hazards is attached to this Lease and is made a part of this Lease.

217. 28. **ADDITIONAL TERMS:**

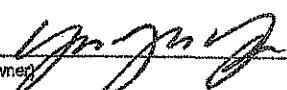
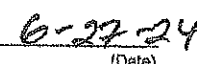
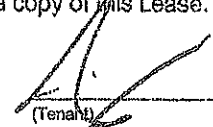
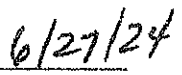
218. _____
219. _____
220. _____
221. _____
222. _____

223. 29. **ADDENDA AND PAGE NUMBERING:** Attached addenda are a part of this Residential Lease Agreement.

224. Enter total number of pages of this Residential Lease Agreement, including addenda, on line two (2) of
225. page one (1).

226. 30. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related
227. to this transaction constitute valid, binding signatures.

228. 31. **RECEIPT OF COPY:** Tenant acknowledges receiving a copy of this Lease.

229.    
(Owner) (Date) (Tenant) (Date)

230. _____
(Owner) (Date) (Tenant) (Date)

231. _____
(Tenant) (Date)

232. _____
(Tenant) (Date)

233. **THIS RESIDENTIAL LEASE AGREEMENT IS NOT**
234. **DESIGNED TO BE AND IS NOT WARRANTED TO BE INCLUSIVE OF ALL ISSUES OWNER AND**
235. **TENANT MAY WISH TO ADDRESS, AND EITHER PARTY MAY WISH TO MODIFY THIS LEASE TO**
236. **ADDRESS STATUTORY OR CONTRACTUAL MATTERS NOT CONTAINED IN THIS FORM.**
237. **BOTH PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY TO ENSURE**
238. **THIS CONTRACT ADEQUATELY ADDRESSES THAT PARTY'S RIGHTS.**

RE:RLA-6 (8/14)

Residential Lease Addendum

1688 Euclid St., St. Paul, MN 55106

Owner / Landlord: Yia Jef Yang
438 Nebraska Ave. East
St. Paul, MN 55130
651-200-1810

Tenant:

Mai Hona Chang

TERMS:

1. Lease shall be effective starting July 1, 2024 to June 30, 2025.
2. Monthly rent shall be \$1,686 per month, and will adjust in January 2025 accordingly.
3. There will be a security deposit of \$1,686.
4. Tenant shall be responsible for all utilities including electricity, gas, and water.
5. Tenant shall maintain property to livable standards and mow all lawn, cut and remove overgrown weed/shrubs, collect and clean up autumn leaves, and shovel snow at front entryway, and sidewalks near property. If there are any charges from the City/County from lack of care, or if they City/County comes out and maintains property, tenant shall be responsible for paying all charges.
6. Tenant shall be responsible for any damages during tenancy and during move out that is beyond normal wear and tear, i.e. fire/flooding due to negligence, broken window, hole in the wall, etc.

Mai Hona Chang, Tenant 6/27/24 Date

Yia Jef Yang, Owner/Landlord 6/27/24 Date