

Case X.0

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT COURT  
FIRST DIVISION, MINNEAPOLIS

Tony Clark,

Case No. UD-1970821901

Plaintiff/Tenant,

vs.

DECISION AND ORDER

Urban Investments,

Defendant/Landlord.

The above-entitled matter came on for hearing before the Honorable Linda J. Gallant, Housing Court Referee, on September 8, 1997.

Plaintiff appeared pro se. His address is Apartment 8, 2809 Stevens Avenue South, Minneapolis, Minnesota 55408.

Aaron Keith, President, appeared for and on behalf of Urban Investments, Inc., 2427 Grand Avenue South, Minneapolis, Minnesota 55405.

Based upon the evidence adduced, the arguments presented, and all the files, records, and proceedings, the Court makes the following:

FINDINGS OF FACT

1. Plaintiff brought this Rent Escrow action on August 21, 1997, based on a City Inspections Department Order dated July 25, 1997, with a repair deadline of August 4, 1997. Plaintiff deposited his August rent, \$345, and his September rent, \$345, on September 4, 1997. On August 28,

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- no response. Defendant offered no explanation for why four years passed before he provided a proper lock, upon a City Order to do so.

5. Defendant has completed patching and drywall repair in the hallways. Exhibits 21 through 23; 25, 26.

6. Defendant uses the services of a nonspraying extermination company. Plaintiff's apartment nevertheless is infested with cockroaches. Plaintiff did not report the cockroach problem to Defendant prior to the Inspections Order.

7. Defendant claims that Plaintiff owes \$222, above the deposited August rent, as of August 28. Defendant offered no testimony to specify or explain this claim. Defendant's exhibit shows that Defendant is assessing costs totaling \$567, but provides no specifics. Upon questioning by Plaintiff, Defendant explained that late fees are assessed based not on the parties' lease, but rather, based on "our new and improved system" of late fees of \$25 per week. Exhibit 5. The lease provides for a late fee of \$15 on the 6th and \$1 per day after that, averaging approximately \$40 per month. Exhibit 9. The April 30, 1997, Notice to tenants was not accompanied by an offer of a new lease or mention of lease amendment. Exhibit 5.

8. There is no evidence that over the four years Defendant has owned the property, either that Plaintiff

- in the amount of \$567, or \$222 in excess of the deposited August rent.

4. Even were Defendant to have offered proof of late fees, Defendant did not prove that it was entitled to unilaterally amend the parties' lease or that Plaintiff so consented.

Now, therefore,

**IT IS HEREBY ORDERED:**

1. Plaintiff shall be and is entitled to a rent abatement as follows:

a) for lack of an apartment door lock, for the period 1993 through 1997, a total rent abatement of \$360;

b) for other repair needs, a total rent abatement of \$200, considering both parties' indifference to building upkeep.

2. Plaintiff's rent shall be and is reduced to \$320 per month until the 1st of the month following Defendant's submission, in writing to Plaintiff AND to the Court, of verification from the City Inspections Department that the repairs ordered completed by August 9, 1997, have been completed.

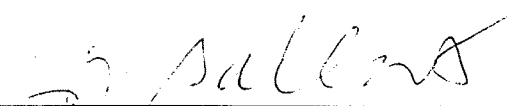
3. Defendant shall not, by way of Conciliation Court claim, deduction from security deposit, or any other fashion, collect or seek to collect the \$222 claimed owned,

- rent, late fees and accrued costs.

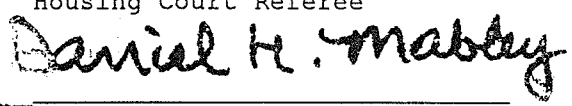
LET JUDGMENT BE ENTERED ACCORDINGLY.

RECOMMENDED BY:

Dated: September 10, 1997

  
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Referee Linda J. Gallant  
Housing Court Referee

Dated: September 10, 1997

  
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Judge of District Court