

STATE OF MINNESOTA

FOURTH JUDICIAL DISTRICT COURT

COUNTY OF HENNEPIN

Case Type: Rent Escrow

Tyrone Green & Jana Green-Laska,

Plaintiffs,

File No. _____

v.

**AFFIDAVIT FOR
ESCROW OF RENT**

[ex post facto draft made in 2019]

Raymond Formanek,

Defendant.

Plaintiffs, Tyrone Green & Jana Green-Laska, state upon oath

that:

1. Within the meaning of Minn. Stat. § 504B.001, Subd. 12, she is a Residential Tenant occupying the premises located at

Apt. #2
8125 - 12th Avenue South
Bloomington, MN.
Zip Code 55425
County of Hennepin
State of Minnesota.

2. Within the meaning of Minn. Stat. § 504B.001, Subd. 7, Defendant is their Landlord. Defendant's address is:

Raymond Formanek
2900 Northway Drive
Bloomington, MN 55425

3. In July 1999, the Greens and Mr. Formanek entered into a month-to-month lease for 8125 - 12th Avenue South (#2), Bloomington, MN. See Green v. Formanek, Henn. Cty. Dist. Ct. File No. UD-1991001905 and Formanek v. Green, Henn. Cty. Dist. Ct. File No. UD-4991004400 (Decision of Honorable Bruce Peterson October 27, 1999, rent-escrow and unlawful-detainer cases consolidated for trial) (copy attached as Ex. A to the Summons and Affidavit).

4. On July 12th, the Greens sent Mr. Formanek a letter requesting certain repairs. Id. The Greens asked for a city rental inspection because the repairs were not made. The inspection was done August 3rd, and the inspector ordered repairs completion of repairs by August 10th. Id. That same day, August 10th, Mr. Formanek gave the Greens a notice to vacate effective September 30th.

5. Most of the repairs were completed, but repairs to the blinds and to the screens were not done, so, on October 1st, the Greens filed the rent-escrow case (UD-1991001905) asking for rent abatement and an order to repair these two items and for other relief.

6. On October 4th, Mr. Formanek filed the unlawful detainer case (UD-4991004400), alleging that the Greens had held over past a valid notice to vacate. Id. At the conclusion of the trial, on October 22nd, Judge Peterson made oral Findings, Conclusions of Law, and Order. He found that the notice to quit was retaliatory, rendering it unenforceable, and dismissed the unlawful-detainer case. Judge Peterson then found that the rent-escrow case was meritorious, ordered \$150 of rent abatement, and ordered Mr. Formanek to repair the blinds and screens (which subsequently were repaired). Judge Peterson entered a written order on October 27th in conformity with his oral order of the 22nd.

7. On October 27th, Mr. Formanek issued another notice to vacate to the Greens, effective November 30th. See Ex. B to Summons and Affidavit.

8. The next day, October 28th, the Greens wrote Mr. Formanek, pointed out that this second notice was presumptively retaliatory, especially in light of Judge Peterson's Decision, and asked him to withdraw the notice in 14 days. See Ex. C to Summons and Affidavit.

9. Mr. Formanek refused to withdraw the notice. A little more than 14 days after October 28th, the Greens submitted this case for filing.

In this matter, the Greens seek an order from the court declaring the October 27th notice to quit retaliatory and void and enjoining Mr. Formanek from acting on it.

10. Based on the above and on the reasons set forth in the attached copy of tenant's notice to landlord (Ex. C), a notice received by Defendant at the rent-payment office on or about 10/29/99, a "violation" under Minn. Stat. § 504B.001, Subd. 14 exists and remains uncorrected even after 14 days notice.

11. The estimated cost, under \$1 (cost of sending a letter revoking the notice to quit, Ex. C) falls at or below the maximum dollar amount of the jurisdiction of Conciliation Court.

12. The total amount of rent due and owing to the landlord for these premises on this date is \$xxx.

13. The purpose of this affidavit and deposit of rent is to request the court to schedule a hearing based on these facts, and grant an order as follows:

- [1] Order Defendants to remedy the violation set out above by rescinding the notice to vacate (Ex. C)
- [2] Award Plaintiffs their costs and disbursements and award as appropriate costs and disbursements to Hennepin County pursuant to Minn. Stat. § 563.01 (the *in forma pauperis*)

statute).

- [3] Award Plaintiffs their reasonable attorney fees.
- [4] Authorize Plaintiffs to collect judgments awarded in the case by deducting them from Plaintiffs' rent.
- [6] Order any other relief as the Court deems just and proper.

/conformed copy/
Signature of Tenant

Subscribed and sworn to before me
this ____ day of _____ 19__.

The tenant will be represented by the undersigned law firm:

HOME Line, Attys for Tenant/s

Dated: _____

/conformed copy/
By: Sherry Bruckner
Attorney No. 290695
612/908-0889, FAX 908-0998

Paul R. Birnberg
Attorney No. 227572
612/908-0997, FAX 908-0998

7462 Oxford Street
St. Louis Park, MN 55426

ACKNOWLEDGMENT

Plaintiff/s hereby acknowledge/s that sanctions may be imposed pursuant to M.S.A. § 549.211.

Dated: _____

/conformed copy/