1) Where's Brian's Evidence?

No evidence to support that I hired him to get me out of the lease

He's insisted several times that I hired him to get me out of the lease, but has provided no evidence to support that claim. The "Settlement Agreement" is evidence that he did something, but it's not evidence that this is what I wanted him to do.

Evidence supporting this claim would include things such as:

- Correspondence with me that we discussed this
- Correspondence with me that I acknowledged and approved that is what I hired him for
- Documentation of a strategy session
- Evidence or confirmation of a strategy session

He's can't provide any of this because it doesn't exist.

What does exist is my correspondence to him telling him they had already offered to me to be released on two different occasions – something he has consistently ignored or determined to be not relevant, while providing no justifiable rationale for ignoring it.

What possible sense can it make to pay him to get me out of a lease when I had already had been given the option to leave the property before I hired him. He has attacked me for raising that question, but he has yet to provide a response or justification for why it is appropriate to ignore that information.

Section 1 supporting document:
Email telling him I had alread been let out of the lease Section 1 – Evidence 1

No evidence to support that he applied the law to my benefit

His documentation acknowledges I gave him information to support my case, but he attacks me for giving it to him, and provides no evidence that he even made an attempt to use it to my benefit. The settlement agreement doesn't reflect anything about retaliation or about the condition of the apartment.

Evidence supporting that he at least made an attempt to raise these things would include:

- Correspondence he had with Dominium

By attacking me for providing him with the information, he is essentially admitting to defending Dominium, but he was paid to be my attorney, not theirs.

No evidence to support why he refused to use the information I gave to him for my benefit

His standard answer to blow me off was always it was his “professional opinion”, but this never adequately explains his rationale. What it does show is evidence that he was not competent or qualified to handle a housing case. I can appreciate that he might have a “professional opinion” about family law, because that is what he claims to practice in, but where is the justification for a “professional opinion” in a subject he is not qualified or competent to practice in?

Also, if there was a justifiable reason other than his standard non-answer, he owed it to me as his client to provide it so I could have a choice in how to proceed or at least be informed.

Evidence supporting his decisions would include:

- Correspondence with me

No evidence to support that he advocated for me or negotiated the settlement for better terms

He has consistently attacked me, but he provides no evidence where he even pretended to represent me in any meaningful fashion with Dominium.

Evidence supporting that he at least made an attempt to advocate or negotiate would include:

- Correspondence he had with Dominium
- Correspondence he had with Donna Hanberry

No evidence to support his claim that I harmed him

He filed a defamation claim against me in district court, but provided no evidence to support his claim that I harmed him in any manner.

He also provided no evidence to show in what manner he had been harmed or that what he was presenting supported a cause of “defamation.”

What he does use is correspondence with me and attacks me for giving it to him. He wasn’t harmed by me providing him with that information. What it does is show that he felt it was more important to protect my landlord than to use it to defend me. He was supposed to be my attorney, not theirs.

No evidence that he represented me

He took my money, but the end result was there is no evidence that I benefitted from the relationship. However, by not representing me, Dominium benefitted more than I did.

- He admits he didn't advocate for me
- He admits he didn't negotiate the settlement
- He admits to not even wanting to negotiate anything – he wouldn't even ask for moving expenses
- He admits he refused to use the information I gave him for my benefit
- In the district court case, he claimed he was harmed because I gave him information to use for my benefit, but offers no explanation for why or how he was harmed by it
- He got a settlement agreement that supposedly gets me out of a lease I already had options for terminating before I hired him
- He admits he didn't apply the law to my benefit and provides no justification for why he felt it was appropriate to ignore the law
- He took a landlord/tenant case and doesn't deny he has no competencies in that area of law – in the very least, he had an ethical obligation to not accept me as a client in the first place, given he has no competencies in landlord/tenant law
- He admits to not listening to me. He told Dominium I needed out because I bought my condo, but I bought my condo because of how the apartment was affecting my health.
- He doesn't deny there was no strategy session to discuss what I wanted out of the case and the approach he was planning to take to accomplish that
- He tried a case, but it was his case, not mine

He is also convinced he has done nothing wrong.

He attacked me for providing information to him on my "perceived" issues with the building – this is defending my landlord on my dollar

There is no evidence that he made any attempt to:

- Validate my concerns
- Use my concerns to my benefit
- Verify what, if any law, could be applied

In the initial letter I sent to engage him, I told him about the health issues I was experiencing because of the building. He offers no explanation for why he chose to take the case based on that information and then attack me for expecting it to be used.

Section 1 supporting document:
Initial letter I sent to engage him Section 1 – Evidence 2

Also, he had just represented another tenant in the building who also had a case around similar issues where the building was creating health issues, so this wasn't the first time he was aware of the building causing health issues. He chose to ignore that information in defense of Dominium, as well.

His unwillingness to negotiate created harm to me because we weren't going to court

By not even attempting to negotiate, he cheated me out of options. The part he wouldn't budge from is the fact that we weren't going to court at that point. I had no filing in court, so he could ask for anything as part of a negotiation process. We didn't need the court's permission to negotiate. In fact, especially in housing court, one of the first things you tend to get asked is "what did you do to try to resolve this before it got here?"

Several times he told me what he couldn't do because of how he thought the court would respond. For example, Brian wouldn't ask for moving expenses because "it was unlikely a judge would award it".

He could have asked for it from Dominium, but he refused to do so. It's evidence that he didn't advocate for me. If they said "no", ***then*** we make a decision on whether or not to take it to court, and when we get there we are able to tell the court we asked and they said no. It wasn't that complicated, and by not even asking, he had already decided the outcome in their favor.

It wasn't his job to determine the outcome for them. It was his job to advocate for me and at least ask.

He said he couldn't go to court because he didn't have my medical records. We weren't going to court. He was supposed to be negotiating and ascertaining what and on what basis we might file based on their responses. I agree, he would need them to go to court, but we weren't going to court.

> I had already raised the issue of my PTSD diagnosis in my rent escrow action, so Dominium was already aware of that I was raising a medical concern, and they never asked for my medical records. So instead of using that as a negotiating strategy, Brian essentially determined the outcome in their favor.

The settlement agreement has a clause in it that required me to waive my right to future claims. That's not in my best interest, but rather, it's in Dominium's interest to have that in there. There is no evidence that he advocated for me in getting them to take it out. We didn't need the court's permission to have any kind of settlement agreement. We weren't going to court, so this would have never been filed in court. Yet, if I had agreed to it, Brian would have once again been deciding the outcome to be in their favor, not mine.

> He refused to provide any kind of rationale for why that needed to be in the agreement or for why he wasn't willing to ask them to take it out.

If he had negotiated and Dominium and I agreed on the terms, there was no need to go to court. But we couldn't go to court because he refused to even have a conversation with them. We might not have even needed to go to court at all, but in refusing to negotiate with them at all, he took that option away from me – and decided the outcome in Dominium's favor, not mine.

He has provided no evidence or rationale for why he thought the sky would fall in if he attempted any kind of negotiations with them. He was supposed to be my attorney, not theirs.

2) Lack of Competency:

Brian took a housing case when he had no competency or expertise in landlord/tenant law.

An attorney accepting a case has a basic ethical obligation to first determine whether he or she has the requisite level of competence to handle the tasks that are expected to arise. Rule 1.1 of the ABA Model Rules of Ethics provides that "a lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation."

He has provided no evidence of his own to support any claim that he was knowledgeable in landlord/tenant law.

https://www.revisor.mn.gov/court_rules/pr/subtype/cond/id/1.1/

> *Rule 1.1Competence*
> *A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.*

His own website doesn't list landlord/tenant law as an area he has expertise in.

> https://www.vanmeverenlawfirm.com/
> Areas of practice:

- DUI Attorney / Underage Drinking
- Family Law
- Criminal Defense
- Estate Planning

> *A lawyer can provide adequate representation in a wholly novel field through necessary study. Competent representation can also be provided through the association of a lawyer of established competence in the field in question.*

He has provided no evidence that he consulted with anyone or did any research on applying the applicable laws or a justification on why he felt this wasn't important.

This is evident in his defamation case against me when he attacked me for providing him with information about the condition of the apartment and how it was affecting my health. It is also evident where he didn't raise the retaliation defense for me when more money was added to my account as an excuse to evict me for not paying money I didn't owe.

However, please note that by attacking me for providing this information to him, he is defending Dominium. He was paid to be my attorney, not theirs.

In the very least, he should have declined taking the case or referred me to someone who was knowledgeable.

Section 2 supporting documents:

Craigslist advertising	Section 2 – LOC1
Court cases	Section 2 – LOC2

3) Lack of Diligence

I hired Brian to be my attorney, but there is no evidence – he also has provided none – of a strategy session to discuss what I wanted or the approach to my case. He had already determined what he was going to do, and has provided multiple responses that show what I had to say didn't matter to him.

He provides no evidence that he advocated for me or that he used information I gave him to my benefit.

I paid him, but I didn't benefit from our relationship. However, my landlord benefitted from the choices he made to handle my case and he keeps insisting that it was supposed to work that way.

Rule 1.3 Diligence

A lawyer shall act with reasonable diligence and promptness in representing a client.

[1] A lawyer should pursue a matter on behalf of a client despite opposition, obstruction, or personal inconvenience to the lawyer, and take whatever lawful and ethical measures are required to vindicate a client's cause or endeavor. A lawyer must also act with commitment and dedication to the interests of the client and with zeal in advocacy upon the client's behalf.

1) Brian offers no evidence that we ever had a strategy session to discuss what I wanted, yet he insists that the only reason I hired him was to get me out of the lease.

2) Brian offers no evidence that he asked me what I wanted or told me what I would need/need to do in order to get the monetary settlement. And in the rare occasion where he did suggest he would do something for me, there is no evidence that he actually followed through with it.

3) Brian told me they weren't returning his calls and asked me for a different contact number than what he had for the corporate office. If he had just recently represented another tenant in the building, how did he not know how to contact them?

4) Brian said he can't use the health issue to go to court because he has no medical records. It doesn't mean I don't have medical records to back up my PTSD diagnosis. However, my health was an issue I raised with my landlord on several occasions, and was even a basis for initiating my rent escrow action. Dominium never once asked for evidence of my medical records, and Brian never explained why he needed them in order to *negotiate a settlement.*

5) Brian refused to negotiate with them. We weren't to the point of filing in court, so he could have asked for anything and then let them respond. He refused to do that. When they came up with the settlement agreement, he refused to push back. He just insisted that I accept what they were offering.

6) By not making any attempt to negotiate with them, Brian abandoned me and my case. That was acting in their best interest, not mine, yet he took my money.

7) He made several references about what the court would or world not do, while at the same time not allowing for the fact that we weren't going to court. We were negotiating a settlement agreement. The court wasn't involved and Dominium was doing what they needed to do to keep this out of court. In the very least, I wanted moving expenses. His response was that he doubted the court would approve that. We didn't need the court to approve it. We just needed Dominium to approve it and he refused to even ask them for it.

We didn't need the court's approval for the "settlement agreement", let alone the content of it. If we both agreed on something, it wouldn't go to court. However, this is evidence of his unwillingness to advocate for me – that he wouldn't even ask Dominium for moving expenses.

I encountered Dominium's attorney at another property and that property paid for my moving expenses because I asked for it. There was no court involved and there didn't need to be a court involved to make that happen.

Rule 1.2 Scope of Representation and Allocation of Authority Between Client and Lawyer

> ***(a)*** *Subject to paragraphs (c) and (d),* **a lawyer shall abide by a client's decisions concerning the objectives of representation and as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued.** *A lawyer may take such action on behalf of the client as is impliedly authorized to carry out the representation.* **A lawyer shall abide by a client's decision whether to settle a matter.** *In a criminal case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive a jury trial and whether the client will testify.*

4) Settlement Agreement

He insists that I hired him to get me out of the lease, even though he has provided no evidence to that prove that.

Dominium sent out a notice with the notification of the rent increase that they would be willing to let anyone out of the lease who wanted to go because of the rent increase. See the email date 9/11/2019 where I told him they had already offered to let me out of the lease two times. He offers no explanation or justification on why he chose to ignore that information.

I didn't hire Brian to get me out of the lease. I wanted a financial settlement. Mike Vraa, managing attorney with HOME Line, had helped me through three landlords, and helped me to file the rent escrow action at this one. Once l I hired Brian, HOME Line could no longer be involved. I already knew how I could legally break the lease, so I didn't need Brian for that purpose.

What the Settlement Agreement does prove. though, is how he never advocated for me, didn't use the information I provided to him and didn't work in my best interest. However, the initial letter I sent to retain him outlined the scope of the apartment, so he was aware of my situation before he took my case. He just chose to ignore that information or provide a justifiable rationale for why he was sure what I had to say wasn't relevant.

I didn't need to hire him to get me out of the lease, as Dominium had already offered to let me out of the lease before I ever hired him. I even told him that I had an offer to get out of the lease, and he ignored the information I gave him.

Section 4 supporting documents:

Email to Biran telling him I was allowed out	Section 4 - SA1
Email questionning the settlement agreement	Section 4 - SA2
Email from Dominium telling me Brian Backed out	Section 4 – SA3
Email from HOME Line	Section 4 - SA4
Settlement Agreement	Section 4 - SA5
Explanation of how Section 42 works includes:	
Email from Met Council	Section 4 -SA6
Email from HUD	Section 4 -SA7
Email from Minnesota Housing	Section 4- SA8
Income Limits for FY 2018	Section 4- SA9
Income Limits for FY 2019	Section 4 - SA10
Validation of rent increases from Dominium's website	Section 4 - SA11

Brian insisted that I sign a settlement agreement with the clause in it that I agree to waive any future damages, "because it is in my best interest to do so." He refused to say why that clause is in my best interest, but said he will "try" to get them to take it out, while at the same time not being able to show any effort of his attempts to get them to change it. He kept insisting that I sign the agreement, and then told me to move out and we will deal with the monetary aspect after I move out. However, he also refused to explain how he expected to "go after" anything later when I was just agreeing to give up that right.

Brian said he would no longer represent me if I didn't sign the release form. By using this approach, he is settling my case for me and without my approval. But he is also abandoning my case, too, because there is no case left once I agree to give up my right to future damages.

Evidence / Information Not Reflected in the Settlement Agreement

Brian chose to ignore the information I provided to him to my benefit or to offer a reason for why he felt it couldn't be used.

I initiated a rent escrow action and had a cause for retaliation as a result of it. This could have and should have been used to my benefit to negotiate a financial settlement. There is no evidence that he used that information for my benefit or that he even attempted to use it.

I paid my rent on time and without me knowing about it, management added additional money to my account and threatened me with eviction for money I didn't owe.

https://www.revisor.mn.gov/court_rules/pr/subtype/cond/id/1.1/

Thoroughness and Preparation

[5] Competent handling of a particular matter includes inquiry into and analysis of the factual and legal elements of the problem, and use of methods and procedures meeting the standards of competent practitioners. It also includes adequate preparation.

https://www.revisor.mn.gov/statutes/cite/504B.285

Subd. 2.**Retaliation defense.**

It is a defense to an action for recovery of premises following the alleged termination of a tenancy by notice to quit for the defendant to prove by a fair preponderance of the evidence that: (1) the alleged termination was intended in whole or part as a penalty for the defendant's good faith attempt to secure or enforce rights under a lease or contract, oral or written, under the laws of the state or any of its governmental subdivisions, or of the United States; or (2) the alleged termination was intended in whole or part as a penalty for the defendant's good faith report to a governmental authority of the plaintiff's violation of a health, safety, housing, or building code or ordinance. If the notice to quit was served within 90 days of the date of an act of the tenant coming within the terms of clause (1) or (2) the burden of proving that the notice to quit was not served in whole or part for a retaliatory purpose shall rest with the plaintiff.

The rent escrow action was based on the condition of the property and how it was affecting my health. The retaliation cause came with Dominium added money to my account after I paid my rent, and was going to use it as grounds to evict me, even though I didn't owe the money. In the case he filed against me, he admits that I gave him this information and he also admits to not doing anything with it for my benefit.

Section 4 supporting document:
Money Added After Rent Paid

5) A Pattern of Not Being Truthful

A) He didn't show up to the original hearing.

B) He told the Office of Lawyer's Professional Responsibility that he gave me a receipt for the cash I paid him for his retainer. It wasn't until they asked him for evidence that he finally admitted that he didn't give me a receipt.

C) He filed a "defamation" case against me in district court, yet provided no evidence of how he was supposedly harmed. In fact, his responses help me to prove my case that he didn't represent me against my landlord and that he is not competent in landlord/tenant laws.

D) He told the district court that he was harmed by me giving him cash because I "forced" him into it. Yet, the evidence that he provided uses the term "preferred" and it was my response to an option he was offering at the time. He provided no evidence of being forced or how he was harmed by it.

E) Because he claimed damages "up to and including the sum of $50,000" as his damages, and NOT an amount "in excess of $50,000" he was required to detail the exact amount he claims to have been damaged by the alleged defamation. There is no evidence that he met this requirement or has provided evidence of the harm I allegedly caused to him.

F) In March 2021, he entered into a plea agreement with the Office of Lawyer's Professional Responsibility where he was given a 30 day suspension and 2 years of supervision for the way he handled cases for some clients. I was scheduled to testify at the hearing, but it got cancelled when he chose to enter into the plea agreement.

G) I hired Brian because I understood he represented another person in the building. Please note that a large element of the case Richard Boldt had filed against Dominium involved code issues and how they were impacting his health. Richard is a retired engineer, so he is knowledgeable in that area. However, court records for Richard show evidence Brian did the same thing to him as he did to me – didn't advocate for him, ignored evidence, didn't use the retaliation law for his benefit, and he ended up with an unfortunate "settlement" agreement where there was no compensation for Richard, either. It was another instance where Dominium benefitted, but Richard was the one who paid Brian's bill.

Section 5 supporting documents:

Original judgement award	Section 5 - Judgement
Response to district court filing	Section 5 - Response
Letter from OLPR about his plea agreement	Section 5 - OLPR
Richard Boldt's Settlement Agreement	Section 5 – Boldt

Index of Files Included

Section 1 supporting documents:

Email telling him I had alread been let out of the lease	Section 1 – Evidence 1
Initial letter I sent to engage him	Section 1 – Evidence 2

Section 2 supporting documents:

Craigslist advertising	Section 2 – LOC1
Court cases	Section 2 – LOC2

Section 3 supporting documents:

None

Section 4 supporting documents:

Email to Biran telling him I was allowed out	Section 4 - SA1
Email questionning the settlement agreement	Section 4 - SA2
Email from Dominium telling me Brian Backed out	Section 4 – SA3
Email from HOME Line	Section 4 - SA4
Settlement Agreement	Section 4 - SA5
Explanation of how Section 42 works includes:	
Email from Met Council	Section 4 -SA6
Email from HUD	Section 4 -SA7
Email from Minnesota Housing	Section 4- SA8
Income Limits for FY 2018	Section 4- SA9
Income Limits for FY 2019	Section 4 - SA10
Validation of rent increases from Dominium's website	Section 4 - SA11
Money Added After Rent Paid	Section 4 - SA12

Section 5 supporting documents:

Original judgement award	Section 5 - Judgement
Response to district court filing	Section 5 - Response
Letter from OLPR about his plea agreement	Section 5 - OLPR
Richard Boldt's Settlement Agreement	Section 5 – Boldt

62-CO-21-1039

Section 1

Subject: Re: Fw: Becky Cole
From: Becky Cole <outreachne@outlook.com>
Date: 9/11/2019, 8:21 AM
To: Brian Vanmeveren <brian@vanmeverenlawfirm.com>

You said you would copy me on your response to Donna.

I would prefer that you would just send her what I wrote, and just tell her this is my response.

Thank you,

Becky

Becky A. Cole

From: Becky Cole <outreachne@outlook.com>
Sent: Tuesday, September 10, 2019 8:15:16 PM
To: Brian Vanmeveren <brian@vanmeverenlawfirm.com>
Subject: Re: Fw: Becky Cole

I think I understand your intent on telling them I wanted out because I was closing on the 27th, but when you gave them that information, it really kind of took away a chunk of leverage I had with them.

If you had left that part out, and just told them I wanted out because I couldn't deal with the noise, I kind of suspect the initial round with them would have been a little better.

Their releasing me from my lease is a no brainer, easy way out for them. They offered that to people who couldn't afford the increase in rent. They offered that to me when I moved from the third floor to the fourth floor. It's their default answer so they don't have to take responsibility for anything.

If the noise thing wasn't such an issue, I likely wouldn't have been looking for a house to begin with at this point.

The last place I was in was a similar pile of crap, so much so that I left early, put my stuff in a pod and went to a hotel for a couple of weeks until I could figure out where "next" would be. And I still got every last cent of my deposits back, too.

Think about it - why would they be asking for no admission of liability in an exit strategy if they were sure I was no threat to them. They wouldn't hold me to the rest of my lease because they have too much to lose if they did and they know it.

On 9/10/2019 12:14 PM, Brian Vanmeveren wrote:

> Hi Becky,

Court File Number 62—CO-21-1039

08/02/2019

7449 University Ave, 292
Fridley, MN 55432
(my mailing address)

Outreachne@outlook.com
612-567-3630

Mr. Van Meveren,

I got your name through the grapevine because I live at the Legends of Spring Lake Park, and I understand you recently represented a former resident, so I am wondering if you would be willing to help me out, as well. I got your mailing address from your business registration with the secretary of state.

One of the conditions of receiving Low Income Housing Tax Credits is that the property owner is supposed to provide "safe" housing, yet they don't include high volume noise levels in their own definition of safe. It is a bit unreal that they have no conscience about putting a building on a highway without any environmental or structural sound abatement measures in place, but it is part of their arrogance and evidence of how manipulative and deceptive they can be.

I moved in to the property in May. I was on the 3rd floor and the ass above me on the 4th floor would spend hours a day (often starting at 3 am), thudding and dropping things hard. I had evidence of it, and they just blew me off by trying to convince me that all he was doing was "walking hard." Nobody walks that hard. Plus, Erica lied to me and said she sat with the moron for over an hour and didn't hear anything, as though he was going to do whatever he was doing with her there. She told me I was just "sensitive to sound." No, I wasn't. I was sensitive to someone coming through my ceiling at all hours of the day, but they offered to me a new apartment on the fourth floor that faces the highway, and since they never mentioned the no sound abatement thing, I took it. I had to pay movers to move my things, too.

(Also note that in that apartment, the windows weren't even sealed properly and I had bugs coming in through a closed window)

In my new apartment, I not only have the highway noise at all hours of the day and night, I have another moron who thuds, drops and bangs at all hours. This time it doesn't come through the ceiling, but my floor shakes on a regular basis because he is thudding so hard. It is no use to mention it to anyone, because all that will result is another bullshit happy dance.

At the beginning of July, I sent them a 14 day notice to address the sound issue as a precursor to filing a rent escrow action. I never got the time of day out of anyone until the 15th day when they feigned interest in coming to my apartment. The enclosed email shows how they play games – on the day they were supposed to come, at the last minute they decided to go hear the noise from another apartment and tried to back out of coming to mine.

I insisted they still come. I fully expected nothing from them, but I had to let it play out, and I wasn't disappointed. They offered to insulate the space where the furnace was, but never gave a timeline for doing it. As of today, two weeks later, there still is no effort to make that happen. However, it does validate that they acknowledge there is no insulation on the outer walls.

When I said there are times my customers can hear the noise from outside, they wanted to know what kind of headset I use so they could buy me one with a microphone to mitigate the outside noise.

They showed me how the windows are double paned, but the part they keep ignoring is that they are rated for energy efficiency. Windows rated for noise transmission are built differently.
But they also danced around the idea that if the sound wasn't coming through the walls and windows as loudly as it is in the first place, there wouldn't be a need for a new headset.

They offered to buy me a white noise machine. When I pushed back and said I would be just trading one noise for another, the response from the VP was that "at least it would be a better noise."

They keep coming back to the crap that it "meets code" as we are too stupid to know that doesn't mean a whole lot. The elevator that needs a fan on all the time otherwise it will overheat and will stop until it cools down enough to continue, also "meets code." Having only two elevators in a building this size aimed at seniors also "meets code."

Code also doesn't mean it is appropriate for the situation. And no matter what they did with the "code" thing, it doesn't absolve them from their legal obligation to make the property safe.
Exposing people to high volume noise at all hours of the day and night, doesn't make it safe. Putting a pretty bow on a toxic product doesn't make it less toxic.

At best, there is a half an inch between me an the highiway and that half inch isn't insulated.
In my bedroom, I have a cabinet that covers nearly all of the window. The cabinet is wood and has books and other things in it. You would think that would at least slow down the noise. It doesn't because the noise is also coming through the way and the space where the air conditioner and heater is housed. My bathroom is about 20 feet from that wall, and even with the door closed, I am still showering with the trucks.

The thickness of the windows, even being double paned is only a little more than an 8th of an inch in thickness.

There's a lot more opportunity for you, too, as there are at least four more new properties in the metro area that are being built on highways with the same cookie cutter design. The one that takes my breath away even more than this one is the one they are planning to do in Plymouth right on 169 and Rockford Road. Same design and no noise abatement, and aimed at seniors.

Their excuse is that it makes acces to the highway easier. Fine, if you want to put it on the highway. Just make the design of the building appropriate to the locations. You wouldn't put a paper house in the middle of the lake, so why would build any kind of residential housing on a highway and purposely screw the residents with high volume noise?

I want to move, but I want them to own what they have done to me. I don't sleep any more. I am crying pretty much all of the time – even when I go out. My work is disrupted, and this plain sucks. I have been harmed by them, and there is no way in hell they didn't know the design of the building would be harmful to the residents before they ever broke ground. They claim to be "experts" in the housing and building field, so how did these "experts" miss the noise thing without it being intentional and purposeful deception?

If I wanted to enjoy the ambience of motorcycle and truck noises, I should have a choice in the matter, such as going outside or opening my windows. But there is nothing that makes sense about it taking up so much time and space in my apartment, and Dominium brushing it off like it was supposed to be that way in the first place.

If I was "sensitive to sound" as Erica put it, then why would you even offer another place that you knew and no sound barriers in the first place and then play games over it?

Thank you,

Becky A Cole

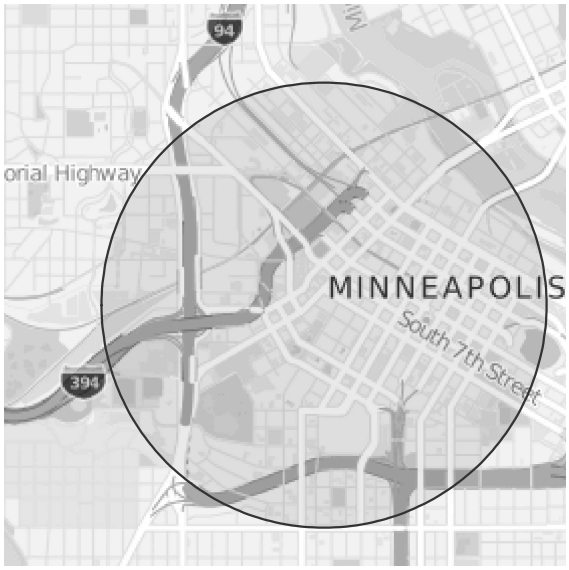
CL

minneapolis > hennepin co > services > legal services

favorite hide flag Posted 9 days ago on: 2021-03-13 10:23

Contact Information:

Legal Services



license info: **Attorney at Law**

At VanMeveren Law Firm, we strive to provide quality professional services at a reasonable rate. Our goal is to give our clients the attention they need to resolve their legal issues as quickly and affordably as possible. Our family law practices areas include:

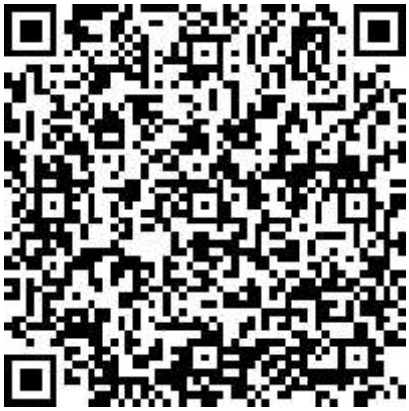
- Divorce, Legal Separation
- Child custody and Child Support
- Interference with Parenting Time
- Spousal maintenance / spousal support
- Orders For Protection, Harassment Restraining Orders
- Adoption

QR Code Link to This Post

We will start with a free consultation to determine the matters involved in your case. Then, we will devise a strategy to meet your specific needs as well as the needs of your family. We take calls 24/7, 365 days a year.

Get information on your options and answers to your basic questions!

If you are seeking legal advice or representation for your family law matter, call Brian at 651-788-6332 for your free legal consultation



Civil, Family & Probate Case Records Search Results

Record Count: 57
Search By: Attorney **Exact Name:** on **Party Search Mode:** Name **Last Name:** VANMEVEREN **First Name:** Brian **All** All **Sort By:** Filed Date

Case Number	Style	Filed/Location/Judicial Officer	Type/Status
55-FA-08-1040	In re The Marriage of: Marilyn Jean Pedersen-Falk and Michael Edward Falk	01/30/2008 Olmsted King, Pamela	Dissolution without Child Closed
27-FA-09-1017	In the Marriage of Sherry A Glanzer and Travis L Glanzer	02/13/2009 - Hennepin Family Madden, Mary E.	Dissolution with Child Closed
86-FA-10-6045	In the Marriage of Julia Diane Winkelman and Joseph Lee Winkelman	09/22/2010 Wright Davis, Michele A.	Dissolution with Child Closed
27-FA-10-8257	Rickey Paul Van Dyke II vs Lakesha Tameka Ali Ali f/k/a Lakesha Tameka Mullen	10/29/2010 - Hennepin Family Conley, Thomas J.	Custody Closed
10-FA-10-506	In Re the Custody of Caelan Johannes Vielbig and Connor Christopher Vielbig, Daniel R. Vielbig, Petitioner and Heather I. Brandmire, Respondent	12/08/2010 Carver	Custody Closed
13-FA-11-84	Nathan Joe Tessness vs Latia Lee Peterson	03/14/2011 Chisago Dowdal, Bridgid E.	Custody Closed
27-FA-11-3221	In the Marriage of Molly Ann Cook and ETHAN JAMES COOK and County of Hennepin, Intervenor	05/02/2011 - Hennepin Family Furnstahl, Michael	Dissolution with Child Closed
27-FA-12-5421	In The Matter of Anthony Everette Blake and Catherine Sibell-Field	07/18/2012 - Hennepin Family Wahl, Edward Thomas	Custody Closed
27-FA-13-1457	In Re The Matter of Johnny Bee Torbert Jr vs Asia Torbert and Terrell Booker and Joyce Lenora Butler	02/28/2013 - Hennepin Family Garfinkel, Naomi	Custody Closed
27-FA-13-6295	In the Marriage of Kimberly Ann Slind and Matthew Robert Slind	08/30/2013 - Hennepin Family Hutchison, Jason T	Dissolution with Child Closed
27-ET-CV-14-276	In re the Matter of the Petition of Ronald Keith Waldron	03/25/2014 - Hennepin Examiner of Titles	Torrens Closed
55-FA-14-4892	In Re the Marriage of: Ashley Louise Miller and Gary Lyman Miller	07/24/2014 Olmsted Stevens, Christina K.	Dissolution with Child Closed
27-CV-15-5976	Jamie Lee Brant vs Commissioner of Public Safety	04/09/2015 - Hennepin Civil	Implied Consent Closed
62-FA-15-1903	In the Marriage of Joseph Daniels and Michaela Daniels	08/10/2015 Ramsey Family Main Bartscher, Joy D.	Dissolution with Child Closed
82-FA-16-878	In the Marriage of Celeste Lisa Porter and George Edgar Porter, IV, County of Washington, Intervenor	03/01/2016 - Washington-Stillwater Ilkka, Richard C.	Dissolution with Child Reopened
82-FA-16-1225	Diana Jimenez vs. Craig Prantner	03/21/2016 - Washington-Stillwater Ilkka, Richard C.	Custody Closed
62-FA-16-1715	In the Marriage of Jessica L. Whitney and Jeremy Robert Whitney	07/18/2016 Ramsey Family Main Larmouth, Jenese	Dissolution with Child Reopened
62-FA-16-2256	Raymond Edward Aymar and Amanda Jean Wiggins	09/19/2016 Ramsey Family Main Bryan, Jeffrey M.	Custody Closed
30-CV-16-691	Nicole Hedblum, Alex Steffen vs Tom Knudson	10/21/2016 Isanti Brosnahan, Amy R.	Civil Other/Misc. Closed
02-FA-16-2261	In the Marriage of BRYON DOUGLAS HOTZLER and Amber Lorain Hotzler, County of Anoka, Intervenor	12/20/2016 Anoka Walker Jasper, Jenny	Dissolution with Child Closed
62-FA-17-1047	In the Marriage of Richard Carl Johnston and Shelly Lyn Johnston	04/25/2017 Ramsey Family Main	Dissolution with Child Closed

		Clysdale, Elizabeth	
19AV-FA-17-2346	In re the Custody of LRH - Levi Roland Hansmeier and Katie Lynn Mager	09/13/2017 - Dakota-Apple Valley	Custody Closed
19WS-FA-18-73	In the Marriage of Natalie Jean Schulz and Nikolaus Rad Schulz	01/17/2018 - Dakota-West St. Paul	Dissolution with Child Closed
74-CO-18-58	Brooke Erler, Trevor Erler vs Gary Wolff	04/18/2018 Steele	Conciliation Closed
27-FA-18-2579	In the Marriage of REBEKAH ANNE FERGUSON and James Elliot Ferguson	04/19/2018 - Hennepin Family Engisch, Nicole A.	Dissolution with Child Closed
27-GC-PR-18-181	In re the Guardianship of Brianna Orwig	05/08/2018 - Hennepin Probate Mental Health Borer, George	Guardianship/Conservatorship Under Court Jurisdiction
17-FA-18-257	COUNTY OF COTTONWOOD, Alejandra R Castillo vs CARLOS DEGARCIA	05/17/2018 Cottonwood Wietzema, Christina M.	Support Closed
74-CV-18-1013	Gary Edward Wolff vs Brooke Erler, Trevor Erler	05/24/2018 Steele	Eviction (UD) Closed
08-FA-18-628	In re the Marriage of Jeffrey Paul Rykhus andSandra Elizabeth Rykhus	07/02/2018 Brown	Dissolution without Child Closed
47-FA-18-666	In Re the Matter of: Diana Jimenez and Craig Prantner	07/06/2018 Meeker Beckman, Stephanie L.	Custody Closed
27-CO-18-7041	Brian VanMeveren vs Wrecker Services, Inc.	08/17/2018 - Hennepin Civil	Conciliation Closed
20-FA-18-923	Erin Elizabeth Suhr, Minnesota Prairie County Alliance vs Brandon Michael Miller	12/12/2018 Dodge	Support Closed
27-CV-19-1614	GEOVANNY PATRI PAREDES BENAVIDES vs Commissioner of Public Safety	01/29/2019 - Hennepin Civil	Implied Consent Closed
20-FA-19-138	In Re The Custody of: LKM, LPM; Brandon Michael Miller and Erin Elizabet Suhr	02/26/2019 Dodge Williamson, Jodi L.	Custody Closed
27-CO-19-1807	Nicholas Michael Moeller vs 2010 Toyota	03/05/2019 - Hennepin Civil	Conciliation - Forfeiture Closed
02-CV-19-2851	Richard Boldt vs Dominium	05/30/2019 Anoka	Rent Escrow Closed
27-CV-19-11483	Noonan Properties LLC IV vs Cindy L Olson	07/10/2019 - Hennepin Civil Moreno, Daniel C.	Conciliation Appeal Closed
27-CO-19-5824	Brian VanMeveren vs Ryan Blesener	07/27/2019 - Hennepin Civil	Conciliation Closed
55-CO-19-561	Terry Vedder vs Peak Remodeling Design and Solutions LLC	11/15/2019 Olmsted Stevens, Christina K.	Conciliation Closed
27-FA-19-8492	In the Marriage of Ross William Miller and Kathryn Marie Miller	12/29/2019 - Hennepin Family Furnstahl, Michael	Dissolution with Child Closed
19HA-CV-20-591	Zachary Branca Smith vs Laura Dale, Russell Dale	02/06/2020 Dakota-Hastings - Non-Criminal	Civil Other/Misc. Closed
55-CV-20-1163	Jamie L Brannan, Josh Brannan vs Shawn Northway, Northway's Construction LLC	02/15/2020 Olmsted Wallace, Kathy M.	Civil Other/Misc. Closed
27-FA-20-4376	In Re the Matter of: Daniel Francis Verly vs. Kirsten Nicole Giles	08/11/2020 - Hennepin Family Conley, Thomas J.	Custody Closed
82-PR-20-3257	In re the Estate of Frances Marie Easton, Deceased	08/16/2020 - Washington-Stillwater	Informal Probate Closed
27-FA-20-5088	In the Matter of: Billie Sounesakda, Petitioner vs Terrance Davis, Respondent	09/11/2020 - Hennepin Family Cutter, Elizabeth V.	Custody Closed
02-CV-21-1436	TYLER WAYNE ERICKSON vs. 2015 Volkswagen Jetta Passenger Vehicle, VIN # 3VWD17AJ1FM239056, MN Plate # BLF398	04/11/2021 Anoka Dehen, John P.	Forfeiture Closed
02-FA-21-1166	In Re the Marriage of Jodi Lynn Hallberg, Petitioner and Daniel David Hallberg, Respondent	07/13/2021 Anoka Fitzpatrick, Thomas M.	Dissolution with Child Open
19HA-FA-21-402	In re the Marriage of Steven Andrew Fischer and Robbin Fischer	08/06/2021 Dakota-Hastings - Non-Criminal	Dissolution without Child Open
19AV-FA-21-1360	In re the Marriage of Desdemona Almsted Morris and Brian Wayne Morris	08/07/2021 - Dakota-Apple Valley	Dissolution with Child Closed

62-CV-21-4267	Spencer Vue vs Amalee Dia Vang	08/11/2021 Ramsey Civil Awsumb, Robert	Civil Other/Misc. Open
27-FA-21-4615	In the Marriage of Amy M Sayler and Christopher D Sayler	09/07/2021 - Hennepin Family Garfinkel, Naomi	Dissolution with Child Open
19HA-CV-21-3100	Bryan Paul Aegerter vs. One 1997 HONDA CR-V Passenger Vehicle, VIN #JHLRD1859VC065066, MN Plate #HB 3948	10/10/2021 Dakota-Hastings - Non-Criminal	Forfeiture Closed
19HA-CV-21-3209	BRYAN PAUL AEGERTER vs Commissioner of Public Safety	10/20/2021 Dakota-Hastings - Non-Criminal	Implied Consent Closed
19HA-FA-21-578	In Re the Custody of S.T.J and L.J.J.; Andrew John Jakes v. Mara Jareth Butler; County of Dakota, Intervenor	10/25/2021 Dakota-Hastings - Non-Criminal	Custody Open
19HA-FA-21-676	In RE the Custody of A.D and A.D, Amina Hussein and Thierno Diallo	12/09/2021 Dakota-Hastings - Non-Criminal	Custody Open
82-FA-21-5256	In the Marriage of DAVID SCOTT WOLF and Kimberly Ann Wolf	12/19/2021 - Washington-Stillwater Meslow,Douglas B. ,	Dissolution with Child Open
62-CV-22-418	Brian S VanMeveren vs Becky Cole	01/18/2022 Ramsey Civil Diamond, Patrick C.	Civil Other/Misc. Open

Subject: Re: Fw: Becky Cole
From: Becky Cole <outreachne@outlook.com>
Date: 9/11/2019, 8:21 AM
To: Brian Vanmeveren <brian@vanmeverenlawfirm.com>

You said you would copy me on your response to Donna.

I would prefer that you would just send her what I wrote, and just tell her this is my response.

Thank you,

Becky

Becky A. Cole

From: Becky Cole <outreachne@outlook.com>
Sent: Tuesday, September 10, 2019 8:15:16 PM
To: Brian Vanmeveren <brian@vanmeverenlawfirm.com>
Subject: Re: Fw: Becky Cole

I think I understand your intent on telling them I wanted out because I was closing on the 27th, but when you gave them that information, it really kind of took away a chunk of leverage I had with them.

If you had left that part out, and just told them I wanted out because I couldn't deal with the noise, I kind of suspect the initial round with them would have been a little better.

Their releasing me from my lease is a no brainer, easy way out for them. They offered that to people who couldn't afford the increase in rent. They offered that to me when I moved from the third floor to the fourth floor. It's their default answer so they don't have to take responsibility for anything.

If the noise thing wasn't such an issue, I likely wouldn't have been looking for a house to begin with at this point.

The last place I was in was a similar pile of crap, so much so that I left early, put my stuff in a pod and went to a hotel for a couple of weeks until I could figure out where "next" would be. And I still got every last cent of my deposits back, too.

Think about it - why would they be asking for no admission of liability in an exit strategy if they were sure I was no threat to them. They wouldn't hold me to the rest of my lease because they have too much to lose if they did and they know it.

On 9/10/2019 12:14 PM, Brian Vanmeveren wrote:

> Hi Becky,

Please call me when you have had a chance to review the Settlement Agreement.

--

Brian VanMeveren, Esq.

VanMeveren Law Firm
980 Inwood Ave. N.
Oakdale, MN 55128
Office: (651) 788-6332

From: Donna Hanbery <hanbery@hnclaw.com>
Sent: Tuesday, September 10, 2019 7:50 AM
To: Brian Vanmeveren <brian@vanmeverenlawfirm.com>
Subject: Becky Cole

Dear Brian VanMeveren:

Our firm represents Dominium Management Services, LLC. An email you sent about your client, Becky Cole, was forwarded to me for response.

My client has had ongoing issues with Ms. Cole. My client believes that it has always dealt with Ms. Cole in a professional and responsible manner and has fulfilled all of its obligations under her lease and applicable law. However, my client understands that Ms. Cole has purchased a home and, given the frictions between the parties, is willing to release her from continuing responsibility under the lease both as a gesture of goodwill, and as an effort to avoid continuing problems or any further claims from your client. However, we can and will need some agreement signed to include a mutual release and to clarify that there is no admission of liability or responsibility for the types of issues or claims raised in your email.

I have gone ahead a prepared a fairly straight forward agreement to accomplish these purposes. Please have your client sign this agreement. Once it is signed by her, I have authorization to have it signed by my client or have my office sign it on behalf of the Legends.

Very truly yours,

Donna E. Hanbery
Hanbery and Turner, P. A.
33 South Sixth Street, Suite 4160
Minneapolis, MN 55402
(612) 340-9350/Direct Dial
(612) 340-9446/Fax
kmk

--
Becky A Cole
Chief Capacity Builder
www.more-opportunities.com

Subject: Re: Becky Cole / Dominium
From: Becky Cole <outreachne@outlook.com>
Date: 9/15/2019, 10:16 PM
To: Brian Vanmeveren <brian@vanmeverenlawfirm.com>
CC: Debbie Sampson <debbie@vanmeverenlawfirm.com>

Did you read the agreement you are insisting I sign?

It clearly says that in order for me to be released from the lease, I have to agree to waive claims against all future damages.

How do you reconcile that with what you are saying about going after damages after I move in to my new place?

We never discussed a strategy. We never discussed much of anything before you sent the letter to Donna and you still aren't explaining to me why signing a form that restricts me from future claims is in my best interest, or how you are planning to go after that.

Where in any of this did you say anything about going after a settlement after I moved out and into my condo?

On 9/15/2019 9:59 PM, Brian Vanmeveren wrote:

> Ms. Cole:
>
> Please see attached
>
> Brian S. VanMeveren
> Attorney at Law
> VanMeveren LAW FIRM
> 980 Inwood Avenue North
> Oakdale, Minnesota 55128
> Brian@VanMeverenLawFirm.com
>
> This e-mail message and any files transmitted with it are confidential and may be subject to attorney-client privilege or work-product protection, and should not be read or distributed by anyone other than an intended recipient. If you received this by mistake, please notify us by replying to the message, and then delete it.
>
> NOTICE: Information contained in any email is not a substitute for a personal consultation with an attorney. This message is not intended to provide any legal advice or create an attorney-client relationship, and should

outreachne@outlook.com

From: Estrem, Gina <gestrem@Dominiuminc.com>
Sent: Monday, September 16, 2019 1:09 PM
To: Becky Cole
Cc: Estrem, Gina; Powell, Erika
Subject: Settlement Agreement
Attachments: Settlement Agreement (Cole).pdf

Dear Ms. Cole.
Our attorney received a letter from Brian S. VanMeveren stating that we should work directly with you to facilitate your lease termination.
Please see attached settlement agreement which requires your signature.
Please let me know if you have any additional questions.
Sincerely,

Gina M. Estrem
Regional Property Manager
Property Management
Dominium
2905 Northwest Blvd Suite 150
Plymouth, MN 55441
Phone 763-249-2822
dominiumapartments.com

DOMINIUM

From: Estrem, Gina <gestrem@Dominiuminc.com>
Sent: Friday, September 6, 2019 11:02 AM
To: Becky Cole <outreachne@outlook.com>
Cc: Estrem, Gina <gestrem@Dominiuminc.com>
Subject: RE: If it helps..

Dear Ms. Cole,

Thank you for your email.

It is important to note that I have not heard from your attorney. If you would please provide me his contact information, someone from Dominium will reach out to him directly.

Sincerely,

Gina M. Estrem
Regional Property Manager
Property Management

From: Mike Vraa <mikev@homelinemn.org>
Sent: Tuesday, July 2, 2019 3:44 PM
To: Becky Cole
Subject: Re: County Highway 10

You can argue under either the code violations---most of which are well beyond my level of expertise--I know LL/T law so you're more of an expert already on those codes than I am---or, you can argue that the rental is not fit for the intended use. Both prongs work under the statute.

On Tue, Jul 2, 2019 at 2:27 PM Becky Cole <outreachne@outlook.com> wrote:

> OK - at least the escrow will start to make it a public record.
>
> However, I am anticipating that they will push back on the "safety" aspect of this because in their eyes nothing is broken, so I would like to go with the health part of this, which is what it is really about anyway.
>
> The form says "applicable health and safety laws of the state" - what are some that I can use to support my cause?
>
> The PCA seems to have some conflicting information. On one hand it says that local governments are required to take reasonable measures to prevent the approval of land use activities that will violate the noise standard immediately upon establishing of the land use. Then it says that daytime noise levels aren't supposed to exceed 65 dBA for more than 6 minutes per hour during the day and 60 dBA at night, but we all know that doesn't happen. And then it says that according to the Minnesota Statute 116.07.2a most roads are exempt for state noise rules.
>
> And the Minnesota Code that Spring Lake Park is supposed to follow says this:
> (F) (1) It shall be unlawful for any person to make, continue, permit or cause to be made, any loud, disturbing or excessive noise which would be likely to cause significant discomfort or annoyance to a reasonable person of ordinary sensitivities in the area.
> (2) The characteristics and conditions which shall be considered in determining whether a noise is loud, disturbing or excessive for the purposes of subsection (1) above shall include, without limitation, the following:
> (a) The time of day or night when the noise occurs.
> (b) The duration of the noise.
> (c) The proximity of the noise to a sleeping facility and/or a residential area.
> (d) The land use, nature and zoning of the area from which the noise emanates and the area where it is perceived.
> (e) The number of people and their activities that are affected or are likely to be affected by the noise.
> (f) The sound peak pressure level of the noise, in comparison to the level of ambient noise.
> But when it goes to define it it seems to refer more to music or other sound coming from a car, rather than the car noise itself that is audible by any person from a distance of 50 feet or more from the vehicle.

On 7/2/2019 12:55 PM, Mike Vraa wrote:

> Okay---the Rent Escrow advice stands---it's the easiest way to get into court. If you want to try a class-action approach (like with the tobacco companies you mentioned) you'd need a personal injury attorney that works on class-actions--it's sort of a niche area for PI attorneys. There's hundreds, if not thousands, of PI attorneys in MN---almost all of them offer free consultations and most of them don't charge anything up front, instead collecting a % of whatever they win or settle for.
>
> On Tue, Jul 2, 2019 at 10:27 AM Becky Cole <outreachne@outlook.com> wrote:
>
> > I know that wasn't your purpose to get me to move. I am just exasperated at the thought of yet another landlord to feels obligated to treat people like crap in order to make a profit. I am also exasperated at the

thought that they can knowingly and purposely design a building that will result in harm to people and there are no systems in place to hold them accountable for it. The end result is that there is no difference in what they did with putting a building on the highway than if they had used asbestos in the construction - the methodology still results in increased health risks that didn't have to occur if they had been required by someone somewhere to make better choices. The other thing that makes this even more sick and twisted is that they KNOW the health risks they are putting people at, and yet they market to vulnerable people. The properties they are putting on the highways are all supposed to be "seniors" buildings.

I don't see a difference in their methodology than in what all of the lawsuits against the tobacco industry have been. They have a harmful product and they aren't required to make full disclosure about it.

There ARE things they can do to mitigate the noise. I have done a lot of research on the differences in sound absorption, sound deadening, acoustic material and abatement. Window plugs, for example, can be easily created, and they don't have to be permanent structures, either. They can be made of thick acrylic so that you can still see out and it will mitigate the sound. There is enough space in the frame around the window that it can sit in the frame without sitting up against the window itself.

Or they can install shutters instead of the half assed metal blinds that move every time the wind blows outside. They, too, can be easily seated in the fame of the window.

As far as the hollow walls go, because there is a space between the outside wall and the inside wall, there is a spray foam that can be used to insulate the wall. There are a lot of fire rated products available that are used in a lot of construction projects, and some that can be sprayed in the wall with a very minimal opening in the wall to do it.

If they didn't want to go inside the wall, they can go outside. There are a ton of absorption products available that can be used around the windows. Kind of like wall hangings that are designed to mitigate noise or acoustic panels.

They aren't victims. They are fully-informed predators preying on vulnerable people who are required to compromise their health for the sake of their profits.

Thank you,
Becky

On 7/2/2019 8:59 AM, Mike Vraa wrote:

> I wasn't trying to get you to move--just trying to figure out your goal. Sometimes, people want to move and nothing else, sometimes it's the opposite.
> If you want to stay and somehow force them to solve the problem, I think that probably the only thing that is remotely possible either through negotiations with the landlord or even through some sort of court efforts would be that the landlord agrees to some sort of in-your-apartment noise deadening. It sounds like the real problem is the location/proximity to the highway coupled with the building design. Neither of those two things will change.
> I'm not sure how effective noise deadening could be in your apartment, but other that trying to get the landlord to pay for your move, I don't know what else there could be.
> If you want to try to force that issue, probably the best way to go about it is to demand they solve the noise problem--treating it almost like a repair issue. After 2 weeks, if the

problem persists, then you'd have the right to file a court case called a Rent Escrow and ask the judge for whatever remedy you're seeking.
No guarantees of success with the case, but it's really the only court avenue I can think of that is not expensive (costs you about $70--no atty. necessary) and is user-friendly.
I've attached our form letter for repairs with instructions that you're free to use.

On Mon, Jul 1, 2019 at 9:36 PM Becky Cole <outreachne@outlook.com> wrote:

> I can't afford to move. I have paid for movers two times now.
>
> One time to move into the first apartment, and the second time to move from that unit to this one.
>
> I just found an article where they have made a bid to build on 169 and Rockford Road in Plymouth, and the drawings are the exact same thing as here - on a highway with NOTHING to block the noise from the highway.
>
> On 7/1/2019 9:06 PM, Mike Vraa wrote:
>
> > I'm not sure what can be done about this from a structural standpoint. My hunch is that the landlord would refuse to do anything that would make a serious difference in the highway sound level you can hear in your apartment. Do you want to stay in the place or are you hoping to move out?
> >
> > On Mon, Jul 1, 2019 at 5:30 PM Becky Cole <outreachne@outlook.com> wrote:
> >
> > > Honest to god, I feel like I am in hell. Is there not such a thing as a landlord who isn't a con artist moron, because I have found so many of them.
> > >
> > > When I first moved in, I had someone who claimed to be "walking hard"
> > > for hours on end in the apartment above me. The community manager told
> > > me with a straight face that when she was there with him for a couple of
> > > hours, she didn't hear any excessive noise. Really - like he was going to do what he does with her there?
> > >
> > > So they let me move to a different apartment on the 4th floor, but there
> > > is NOTHING in Dominium's description of the property that when they built the property on the highway, you'd actually be living on the highway - loud, incessant noise at all hours of the day and night.
> > >
> > > In my bedroom, I have a cabinet that covers the width of the window, but
> > > falls short of the height of it. Even though it is filled with books and has 2 inches of styrofoam behind it, I am still sleeping with trucks, motorcycles and other vehicles that pass by or are idling waiting for the light to change. That tells me that while they wrapped the building, likely with something like Tyvek, like most buildings are, there is no

Settlement Agreement, Release, and Mutual Termination of Lease

The undersigned, Becky Cole, a tenant of the rental premises known as the Legends of Spring Lake Park, in consideration of the mutual terms and conditions and promises contained herein, and Dominium Management Services, LLC, as the managing agent for Spring Lake Park Leased Housing Associates I, LLLP (Management) for the rental property, agree as follows:

1. Introduction. Becky Cole is a tenant under a written lease with continuing responsibility to pay rent, and utilities, in accordance with the lease terms until 6/12/20. Cole has made claims against Management for conditions in the rental home relating to not having adequate soundproofing or not responding to requests Cole has made for repair or services. Management disputes that it has violated any obligation owed to Cole under her lease, or applicable law, but has agreed to release Becky Cole from continuing responsibilities under the lease, and to allow her to vacate, without responsibility for giving notice, or paying rent on or after October 1, 2019. This is in connection with Cole's purchase of a new home, and is done as a gesture of goodwill and to avoid future claims or disagreements between the parties.

2. Mutual Termination of Lease. Management and Becky Cole agree that the lease will terminate, and no further rents or utilities will be owed by Cole on or after October 1, 2019. In exchange for the release and promises made by Cole herein, Management agrees to confirm to any future screening services, creditor, or other lender or housing provider, that the lease was properly terminated as of noon September 30, 2019.

3. Release of Claims. In exchange for Management's agreement to release Becky Cole from continuing responsibilities under the lease, Becky Cole agrees to release and discharge Management, and the property owner, and any of its agents, managers, owners, directors, employees, insurers, indemnitors, successors, assigns, partners, managers, or any other person or party acting on behalf of Management, from any and all claims, except the security deposit claim, which will be handled as provided below, that relate to Becky Cole's tenancy up to and including her vacate date.

4. Promise to Vacate and Deposit. Becky Cole promises to vacate on or before noon on September 30, 2019. The deposit will be processed in the ordinary course in accordance with the parties' lease, with the deposit and interest returned within 21-days after the date that Ms. Cole vacates, and turns in keys. Cole is responsible for removing all personal property and any trash or debris, from the premises and any storage space from the premises and any storage space or garage or other spaces rented by Cole on or before noon on September 30, 2019. Management agrees that it will not deduct any charges from the deposit for rent or utilities coming due on or after October 1, 2019. Management shall be entitled to deduct any charges incurred for damages beyond ordinary wear and tear, excess cleaning, or should Cole hold over and fail to vacate on or before noon on September 30, 2019 as agreed herein.

5. Miscellaneous.

a. This Agreement is intended as a full and complete settlement and compromise of all issues between the parties. Each party shall be responsible for any and all of their own costs or attorney's fees. This Agreement is not an admission of liability, fault or responsibility by Dominium Management Services, LLC.

b. Each of the parties has been represented by counsel in this matter and no representation or agreement has been made except as set fourth herein concerning the respective rights of the parties, the tenancy, or the subject matter herein. This Agreement can not be modified, rescinded, revoked or amended except in an agreement in writing signed by al parties.

c. The lease of the parties shall continue up to and including the date that Becky Cole vacates, with regard to the rights and responsibilities of the parties under the lease.

AGREED TO:

_____
Becky Cole

Date: _____

Dominium Management Services, LLC

By:_____

Its:_____

Date: _____

outreachne@outlook.com

From: Lovelace, Hilary <Hilary.Lovelace@metc.state.mn.us>
Sent: Monday, April 4, 2022 1:00 PM
To: Becky Cole
Subject: RE: Definition of "Affordable Housing"

Becky,

Thanks for the questions. I think the heart of your question is "what is fair for a low-income person living alone to spend on rent" and I don't have an easy answer to that question, I wish I did! In many cases, people are offered affordable housing that may or may not work for their budget depending on many factors, like debt payments or transportation costs to frequent destinations. Below is some more information that might be helpful to help you come to your own answer of how to define affordability.

Generally speaking, spending 30% of a household's income on housing is considered the standard for "affordable". This standard was set by Congress, and not based on any measurement of the impact that spending that portion of income on housing would have on low income households at the time it was adopted. Prior to the 30% standard set in the late 60s/early 70s, the standard had been 25% of a household's income for public housing residents. Research in the last 20 years has shown that low-income households that spend more than 30% of their income on housing are severely constrained in their ability to meet any of their other needs, like food and clothing. So, by this standard, housing would be affordable for someone earning $39,600/yr at $990/mo.

The precise, government program definition of affordable housing for a renter depends on 3 factors: 1) composition of their household (number of people) 2) the number of bedrooms in the unit and 3) the type subsidy the renter receives. There are two most common types of subsidy: housing choice voucher directly issued to the renter, or LIHTC unit where a housing developer receives the subsidy and offers a lower-cost rent to people who income qualify).

I'm injecting a bit of my own personal interpretation here, but the fact that there isn't one simple answer to this is due to many haphazard legislative decisions at the federal level that left HUD with choices that poorly serve people who need housing on how to "means test" housing.

We, the Met Council, post affordability limits for a common standard in new construction affordable housing (LHITC) that we use for our grant programs (that most commonly fund the new construction of affordable housing) on our website: https://metrocouncil.org/Communities/Services/Livable-Communities-Grants/Ownership-and-Rent-Affordability-Limits.aspx

This LIHTC standard relies on Family Area Median Income as calculated by the federal department of Housing and Urban Development (HUD.) Usually around April 1st of each year, HUD updates this data. We're keeping an eye on the following webpage to update our affordability limits webpage as soon as the HUD data for 2022 are posted: https://www.huduser.gov/portal/datasets/il.html

Within the LIHTC standard, a unit is considered affordable because it is set at a rate where a household earning a portion of AMI would not be paying more than 30% of their income monthly on housing. LIHTC "gross rent" includes the cost of utilities, like water and heating.

You can read more about utilities and HUD standards for different programs in this document. I think the short answer is most HUD programs talk in "gross rent" which includes utility costs.

Each local housing authority has the discretion to set different rules on number of people per unit size for housing choice vouchers—for instance, a family with one adult and two different gender children may be offered a voucher that will cover

up to a 3br unit by one housing authority, but another housing authority can limit that to 2br (one bedroom for the adult and one to be shared by the children.) If you are interested to get into the calculations HUD uses to determine fair market prices for units with different amounts of bedrooms in our region, you can view detailed information about how they shift from a 2-bedroom standard to other unit sizes here: https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2022_code/2022bdrm_rent.odn?year=2022&cbsasub=METRO33460M33460&br_size=0

An interesting resource that explores living wages and typical expenses for households depending on size can be found here: https://livingwage.mit.edu/counties/27053

Apologies for the long email, I hope it is helpful and feel free to let me know if you have any other questions. We're hoping to make a webpage that better answers these types of questions later this year.

Hilary Lovelace, AICP
Pronouns: she/her/hers
Senior Housing Planner
Metropolitan Council Community Development
P. 651-602-1555

From: Becky Cole <outreachne@outlook.com>
Sent: Sunday, April 3, 2022 1:39 AM
To: Lovelace, Hilary <Hilary.Lovelace@metc.state.mn.us>
Subject: Definition of "Affordable Housing"

I am looking for a definition of "Affordable Housing" from the perspective of a renter.

I understand that the area AMI is factored into it, but that is not what I am looking for.

How much should my housing costs be and what is included in that amount?

For example, if a housing provider is using $39,660 as the income threshold for someone to move into the apartment, how much should one person (a family of one) spend on rent and housing costs to still be considered "affordable"?

Also, what are the housing costs that should be factored into this amount?

Thank you,

Becky A Cole
Chief Capacity Builder
Problems become opportunities when the right people join together

outreachne@outlook.com

From: HUD User Helpdesk <helpdesk@huduser.gov>
Sent: Friday, April 1, 2022 1:04 PM
To: Becky Cole
Subject: Re: 2019 Information

Good Afternoon,

Thank you for contacting the HUD User Clearinghouse.

HUD User is your go-to source for housing and community development researchers and policymakers. We have more than 900 publications and data sets, most available as free downloads on this site. Print-based copies are available for a nominal cost by visiting the HUD User Web Store at: https://webstore.huduser.gov/catalog/index.php/. To learn more about the HUD User website, please visit the first time visitor section at: https://www.huduser.gov/portal/firsttimevisit.html.

The 2019 Income Limits became effective on April 24, 2019, as you may find here: https://www.huduser.gov/portal/datasets/il.html#2019.

We hope this information is helpful to you. If you require further assistance, please do not hesitate to contact us at:

HUD User
P.O. Box 23268
Washington D.C. 20026-3268
1-800-245-2691
TDD: 1-800-927-7589
Fax: 1-202-708-9981
helpdesk@huduser.gov

Are you interested in receiving updates from HUD User? Click here to sign up. Also visit PD&R's online magazine, *The Edge* to stay updated on a wide range of information on housing and community development issues, regulations, and research.

On 3/31/2022 2:55 PM, Becky Cole wrote:

> Thank you for the commercial about your organization, but you didn't even come close to answering the question I asked.
>
> Please respond with a more appropriate answer that specifically addresses what I am asking.
>
> Perhaps it wasn't clear, so let me re-phrase it.
>
> Notice the date 2019 in the header. That is the year I am concerned about.
>
> I know the information "typically" comes out in April, but in that year – 2019 – it didn't. It was later because of the government shut down that impacted so many things around that time.

outreachne@outlook.com

From: Dickinson, Renee (MHFA) <renee.dickinson@state.mn.us>
Sent: Friday, April 1, 2022 3:08 PM
To: Becky Cole
Subject: RE: 2019 LIHTC AMI

They were published in April 2019 and were effective 4/24/2019.

Renee Dickinson
Compliance Manager | Multifamily
Pronouns: She, Her

Minnesota Housing
400 Wabasha Street North, Suite 400 | St. Paul, MN 55102
Direct: 651.296.9491 | Main: 651.296.7608

Housing is the foundation for success. | mnhousing.gov

From: Becky Cole <outreachne@outlook.com>
Sent: Friday, April 1, 2022 12:44 PM
To: Dickinson, Renee (MHFA) <renee.dickinson@state.mn.us>
Subject: Re: 2019 LIHTC AMI

Thank you for responding, but the information you provided doesn't answer the question I asked, so I thought that maybe it would be helpful to put it a different way.

What I am looking for is the MONTH the ami was published in 2019. March is a month. So is April.

The information you gave me doesn't tell me the month it came out. It only tells the rates.

Ami's typically come out in the MONTH of March, but it was late being published that year because of the government shutdown.

So what I am looking for would be April, May or June when it was published. The chart doesn't have that information.

Get Outlook for Android

FY 2018 Multifamily Tax Subsidy Project Income Limits Summary

Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro FMR Area was subject to HUD's Hold Harmless Policy in 2007.

However, HUD's Section 8 income limits are larger than those defined by Section 3009(a)(E)(ii) of the Housing and Economic Recovery Act of 2008 (Public Law 110-289) Therefore, for FY2018 no special income limits are necessary.

The following table depicts the 50 percent and 60 percent income limits for family sizes 1 through 8 for Multifamily Tax Subsidized Projects

Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro FMR Area										
FY 2018 MTSP Income Limit Area	Median Family Income	Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro FMR Area	$94,300	50 Percent Income Limits	$33,050	$37,750	$42,450	***$47,150***	$50,950	$54,700	$58,500	$62,250
		60 Percent Income Limits	$39,660	$45,300	$50,940	***$56,580***	$61,140	$65,640	$70,200	$74,700

NOTE: Official MTSP Income limits, available in pdf and excel formats at this link, may differ slightly from those calculated in the documentation system and should be used for ALL official purposes. Underlined headings in both the IL table link to detailed documentation concerning the calculations of the parameters listed here.

NOTE: Based on paragraph (a)(E)(i) of section 3009 of the Housing and Economic Recovery Act (HERA) of 2008 (Public Law 110-289), projects that used income limits based on the FY2009 publication should use the higher of the FY2009 or FY2011 income limits.

Determination of Maximum Income Limits

The following table outlines the maximum set of Income Limits for existing projects within Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro FMR Area to use based on the projects Placed in Service Date:

Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro FMR Area
Vintage of Maximum Income Limits

Placed In Service Date	Maximum Income Limits
On or before 12/31/2008	FY2018
1/1/2009 to 5/13/2010	FY2018
5/14/2010 to 5/31/2011	FY2018
6/1/2011 to 11/30/2011	FY2018
12/01/2011 to 12/10/2012	FY2018
12/11/2012 to 12/17/2013	FY2018
12/18/2013 to 3/05/2015	FY2018
3/06/2015 to 3/27/2016	FY2018
3/28/2016 to 4/13/2017	FY2018
4/14/2017 to 3/31/2018	FY2018
4/01/2018 to Present	FY2018

NOTE: Official determinations of maximum income limits and all compliance issues are the purview of the State Housing Finance Agencies and the Internal Revenue Service. A list of state allocating agencies and their internet contact information is available here.

Prepared by the Economic and Market Analysis Division, HUD.

FY 2019 Multifamily Tax Subsidy Project Income Limits Summary

Anoka County is part of the **Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro FMR Area**, so all information presented here applies to all of the **Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro FMR Area**.

For projects placed into service following publication of FY2019 Income Limits: Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro FMR Area projects that have not used Income Limits prior to the publication of FY2019 Income Limits for determining income eligibility and maximum rents use the Section 8 income limits below. Click on an income limit category of interest for an explanation of how the limit is calculated.

FY 2019 MTSP Income Limits										
FY 2019 MTSP Income Limit Area	Median Family Income	Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro FMR Area	$100,000	50 Percent Income Limits	$35,000	$40,000	$45,000	***$50,000***	$54,000	$58,000	$62,000	$66,000
		60 Percent Income Limits	$42,000	$48,000	$54,000	***$60,000***	$64,800	$69,600	$74,400	$79,200

For HUD hold harmless impacted projects placed into service by December, 31, 2008: Section 3009(a)(E)(ii) & (iii) of the Housing and Economic Recovery Act of 2008 (Public Law 110-289) defines projects as a "HUD hold harmless impacted project" if the project was subject to a policy similar to the rules outlined in section 3009(a)(E)(i) to prevent income limits from declining. A special set of income limits are required for any project located in counties or metropolitan statistical areas (MSAs) that were held harmless under the prior HUD Income Limit Hold Harmless policy with respect to its area median gross income. **Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro FMR Area was subject to HUD's Hold Harmless Policy in 2007. However, for FY2019, the HERA Special limit is exceeded by the FY2019 Section 8 Income Limits and as a result, projects placed into service prior to December, 31, 2008 in Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro FMR Area do not require the calculation of a special income limit.**

For projects placed into service prior to the publication of FY2019 Income Limits and non-impacted projects: Section 3009(a)(E)(i) of the Housing and Economic Recovery Act of 2008 (Public Law 110-289) provides a general "hold-harmless" policy for multifamily tax subsidy projects after calendar year 2008. The table below outlines the maximum set of Income Limits for existing projects within Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro FMR Area to use based on the date the project was first placed into service.

Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro FMR Area	
Vintage of Maximum Income Limits	
Placed In Service Date	Maximum Income Limits
On or before 12/31/2008	FY2019
1/1/2009 to 5/13/2010	FY2019
5/14/2010 to 5/31/2011	FY2019
6/1/2011 to 11/30/2011	FY2019
12/01/2011 to 12/10/2012	FY2019
12/11/2012 to 12/17/2013	FY2019
12/18/2013 to 3/05/2015	FY2019
3/06/2015 to 3/27/2016	FY2019
3/28/2016 to 4/13/2017	FY2019
4/14/2017 to 3/31/2018	FY2019
4/01/2018 to 4/23/2019	FY2019
4/24/2019 to Present	FY2019

NOTE: Official determinations of maximum income limits and all compliance issues are the purview of the State Housing Finance Agencies and the Internal Revenue Service. A list of state allocating agencies and their internet contact information is available here.

Official MTSP Income limits, available in pdf and excel formats at this link, may differ slightly from those calculated in the documentation system and should be used for ALL official purposes. Underlined headings in both the IL table link to detailed documentation concerning the calculations of the parameters listed here.

Based on paragraph (a)(E)(i) of section 3009 of the Housing and Economic Recovery Act (HERA) of 2008 (Public Law 110-289), projects that used income limits based on the FY2009 publication should use the higher of the FY2009 or FY2011 income limits.

Prepared by the Program Parameters and Research Division, HUD.

Technical Problems or questions? Contact Us.

New Affordable Housing Rules Aim to Protect Tenants from Mid-Lease Rent Increase

JAN 15, 2020 INDUSTRY INSIGHTS

Landlords may not increase rents more than once every 12 months for people living in affordable housing projects, according to Minnesota rule that recently took effect.

The change comes after tenants complained their rents rose months after signing a lease. It applies to properties financed with a federal affordable housing tax credit.

Ivory Taylor with Home Line, a group that advocates for tenants, said most complaints came from renters in buildings owned by Dominium, the state's largest for-profit developer of affordable housing.

"Tenants who signed leases at the beginning of their terms expected to have one rent number for their entire 12-months term, and were seeing increases one month, two months, in," Taylor said.

In a statement, Dominium said that the company has historically determined rent for residents at the same time each year, when the U.S. Department of Housing and Urban Development issues the maximum rent that can be charged for a federally-subsidized housing unit.

Dominium said that for someone who has just signed a lease, this could amount to two increases in the first year renting.

Going forward, Dominium spokesperson Paula Prahl said the company would comply with the new policy.

Taylor says her group also saw mid-year rent increases at one affordable housing building owned by MWF Properties.

Those who qualify for affordable housing often have precarious incomes, Taylor said. They find relatively small changes in rent difficult to bear. She said the new rule injects some certainty into the process.

"People have the opportunity to move into a place and know what their rent is for a year and they can plan for and budget around that, and they don't have any surprises in the middle of the year," she said.

Some people who experienced mid-year rent increases were evicted because they couldn't pay. Taylor added that others had to take on a new job, or drop other expenses to afford the higher rent.

Click to read in MPR News

Click to read in Star Tribune

Click to read in Minneapolis/St. Paul Business Journal

Additional Articles

PROPERTY NEWS

DOMINIUM ANNOUNCES THE LAND CLOSING FOR TWO AFFORDABLE HOUSING DEVELOPMENTS IN…

(http://www.legendsofspringlakepark.com/?_yTrackUser=NTY4ODQyMzczIzY2MDc1ODM3Mg==-r9atj/k9rcU=&_yTrackVisit=MTA0NDkyNjkwNyMxODQxNTEzNTA2-TR3dbAcf36E=&_yTrackReqDT=33422320190907)

Logged in as: Becky Cole - 1066 County Highway 10 NE 424

Payments

Make Payments | Auto-pay Setup

Recent Activity | Payment Accounts

Need to make a cash equivalent payment?
This property uses WIPS (Walk in Payment System) Rent Payments. Click here (https://policies.dominiuminc.com/media/4586/wips-faqs-residents.pdf) to learn more. Your WIPS account number can be found under your Payment Accounts in this portal or on your mobile app. If you are unable to locate your account number, please contact the office.

Need to confirm a payment was made?
Check under the Recent Activity tab. This will display all payments made and payments pending.

Current Balance: **$77.00**

As of: 7/9/2019

Money added to my account after I paid rent - Retaliation

Charge	Amount	Charged on
Rent	$77.00	7/2/2019

July Monthly Charges

Charge	Amount
Rent	$1,255.00
Parking	$3.00
Parking	$80.00
Monthly Pet Fee	$10.00
Monthly Pet Fee	$10.00
Total Amount	**$1,358.00**

Have questions?

They may be answered in our FAQ pages for Debit Card, Bank Account and Credit Card

Missing a payment can be expensive.

Set up auto-pay >

Pay Now

62-CO-21-1039

FILED IN DISTRICT COURT
STATE OF MINNESOTA

OCT 14 2021

State of Minnesota
Ramsey County

Conciliation Court
Second Judicial District
Court File 62-CO-21-1039
Case Type: Conciliation

Becky Cole vs Brian VanMeveren

Order for Judgment on Claim and Counterclaim

Appearances: ☒ Plaintiff ☐ Defendant ☐ Neither Party ☐ Contested ☒ Default

Upon evidence received, IT IS ORDERED:

☒ Plaintiff is entitled to judgment against Defendant for the sum of $ 4,500.00, plus fees of $ 85.00, for a total of $ 4,585.00.
☐ Judgment shall be entered in favor of (without damages).
☐ Plaintiff has not demonstrated an entitlement to relief and therefore recovers zero.
☐ Plaintiff's claim is dismissed without prejudice.
☐ Plaintiff's claim is dismissed with prejudice.
☐ Defendant's claim is dismissed without prejudice. ☐ Settled (agreement attached or written below)
☐ Defendant's claim is dismissed with prejudice.
☐ shall immediately return to and that the Sheriff of the county in which the property is located is authorized and directed to effect repossession of such property according to Minn. Stat. § 491A.01, subd. 5, and turn the property over to .
☐ An Affidavit of Inability to Pay was filed in this case. Affiant must reimburse the conciliation court administrator the initial filing fee of $80.00 upon receipt of payment from the debtor.
☐ Other/☒ Memo: Defendant's affidavit under Rule 510 appears to be untimely and has been disregarded. File does not show proof of fees in the amount set forth in the *

Dated: October 13, 2021 Referee: /s/ Richard Anderson

JUDGMENT is declared and entered as stated in the Court's Order for Judgment set forth above, and the Judgment shall become finally effective on the date specified in the notice of judgment set forth below.

Dated: 10.25.2021 Court Administrator/Deputy: KY

NOTICE: THE PARTIES ARE NOTIFIED that Judgment has been entered as indicated above, but the Judgment is stayed by law until 11.18.2021 (to allow time for an appeal/removal if desired).

THE PARTIES ARE FURTHER NOTIFIED that if the case is removed to District Court and the removing party does not prevail as provided in Rule 524 of the Minnesota General Rules of Practice for the District Courts, the opposing party will be awarded $50 as costs.

Dated: _____ Court Administrator/Deputy: _____

Transcript of Judgment: I certify that the above is a correct transcript of the Judgment entered by this Court.

Dated: _____ Court Administrator/Deputy: _____

*Statement of Claim. Judgment represents fees paid to Defendant. Section 504.42 does not appear to be applicable.

2nd District Local Form JUDGMENT Updated 11/24/2020

The foregoing shall constitute the judgment of the court.

Entered: 10.25.2021

Court Administrator

By KY
Deputy Clerk

Filed in District Court
State of Minnesota
10/25/2021

State of Minnesota
Ramsey County

District Court
Second Judicial District
Court File Number: **62-CO-21-1039**
Case Type: Conciliation

BECKY COLE
17220 QUINCY ST NW
ELK RIVER MN 55330

Notice of Conciliation Court Order and/or Order and Entry of Judgment

Becky Cole vs Brian VanMeveren

Enclosed is:

☒ Your copy of Order for Judgment on Claim and Counterclaim filed on October 25, 2021. Judgment has been entered as indicated on the enclosed order.

☐ Your copy of the Order Dismissing without prejudice the Claim and Counterclaim filed on October 25, 2021.

You have until November 18, 2021 to:

- File an appeal (removal) or limited removal. See Rule 521 of the Minnesota General Rules of Practice (Minn. Gen. R. Prac.), or
- Ask the court to vacate the Conciliation Court order or judgment.

After this date, the judgment will be final. Information regarding appeal or removal is available online at http://mncourts.gov/Help-Topics/Conciliation-Court.aspx. You can also contact the Statewide Self-Help Center by email (http://mncourts.gov/Help-Topics/Self-Help-Centers/Self-Help-Centers-Contact.aspx) or phone (651-435-6535).

If the case is removed to District Court and the removing party does not prevail as provided in Minn. Gen. R. Prac. 524, the removing party will have to pay the other party $50.00 as costs.

Dated: October 25, 2021

Michael Upton
Court Administrator
Ramsey County District Court
15 West Kellogg Boulevard Room 170
St Paul MN 55102
651-266-8230

cc: Brian VanMeveren

5. On August 7, 2019, Defendant retained Plaintiff for assistance in being released from her lease early for her perceived issues with the management company Dominium.

I do not agree with this statement as it is written.

There was no strategy session.
There was no discussion about what he would be doing for me.
“Perceived” is an opinion, not a statement of fact.

I hired him because I understood from another person that he got a settlement for another resident. I was looking for a settlement, and had we had the discussion around strategy and outcomes when he took the money, we could have clarified that up front.

Attached is the letter I sent about the engagement. Notice the line that says “I want them to own what they have done.”

Here’s why I didn’t need to hire him to get me out of the lease:

1) I had already been in contact with Mike Vraa, managing attorney with HOMELine. Mike has helped me with other landlords, and if it was as simplistic as just getting out of the lease, HOMELine would have represented me. However, once I engaged Brian, they could no longer be involved.

2) The building was built using Section 42 tax credits. It is also knows as the Low Income Housing Tax Credit program administered by the Internal Revenue Service, in which investors receive a reduction in their tax liability in return for providing affordable housing to people with fixed or low income. The rules for this is that housing expenses cannot exceed 30% of the tenant’s income.

HUD sets the income guidelines for renters based on the area median income for the location of the property. They typically do it in February or March, but they were late that year and didn’t come out with the new guidelines until June. I initially applied for the property in February when the income guidelines were lower, and I moved into the property in May.

The new guidelines had a higher income threshold, which meant the property could charge a higher rent. (See the cost difference in the two ads). The lease had a stipulation in it that rents could be adjusted any time HUD adjusted the AMI, so this meant my new rent would be going up approximately $100 more per month, even though it was just a month after I moved in. This put my living expense to above the 30% ratio, and if I had notified HUD, I could have gotten their help to be released unencumbered from the lease.

3) However, Dominium had sent out a notice with the notification of the rent increase that they would be willing to let anyone out of the lease who wanted to go because of the rent increase. See the email date 9/11/2019 where I told him they had already offered to let me out of the lease two times.

6. Defendant paid Plaintiff a total of $3,000 for his representation and assistance with this matter. Client paid $1,500 in cash at her insistence and $1,500 by Credit Card (which she was advised would incur a processing fee)

I agree that he was paid, but I do not agree that he was forced to take it.

I didn't force him to take cash. He offered it as an option, and he could very well have said he couldn't take it as a matter of business practice. He decided the terms of engagement. I didn't. Even the email he provides as evidence says "I prefer". That's not insistence. That's choosing an option he was offering.

In the Supreme Court File No: A20-148, he is on record for telling OLPR that he gave me a receipt for the cash. When they asked him for evidence of the receipt, he couldn't provide evidence because there was no receipt.

Please note that in this case he was charged with other inappropriate business practices, and rather than go to trial, he entered a plea agreement in which he would incur a 30-day suspension and 2 years of supervision.

7. Defendant provided Plaintiff with photos of bugs and multiple emails describing the issues she perceived gave rise to being able to be released from the lease and be compensated with a significant sum in order to move to a new home or apartment.

I agree I provided him with evidence to use to my benefit.
I agree that I wanted some kind of settlement for what I experienced.
I do not agree that I was making up this information as an excuse to move to a new home.

1) I provided him with the evidence so that he could use it to my benefit, and he didn't. It wasn't just a matter of "not getting along" with my landlord. It was about applying the evidence I had to the housing/landlord/tenant statutes, and there is no evidence that he was doing that.

https://www.revisor.mn.gov/court_rules/pr/subtype/cond/id/1.1/

> *Rule 1.1Competence*
> *A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.*

He has no expertise in housing/landlord/tenant laws.
His own website doesn't list housing as an area he has expertise in.

> https://www.vanmeverenlawfirm.com/
> Areas of practice:
>
> - DUI Attorney / Underage Drinking
> - Family Law
> - Criminal Defense
> - Estate Planning

A lawyer can provide adequate representation in a wholly novel field through necessary study. Competent representation can also be provided through the association of a lawyer of established competence in the field in question.

https://www.revisor.mn.gov/court_rules/pr/subtype/cond/id/1.1/

Thoroughness and Preparation

[5] Competent handling of a particular matter includes inquiry into and analysis of the factual and legal elements of the problem, and use of methods and procedures meeting the standards of competent practitioners. It also includes adequate preparation.

There is no evidence that he consulted with anyone or did any research on applying the applicable housing laws.

Also, I repeatedly told him was that I bought my condo because staying in an apartment that was compromising my health was no longer an option for me. I didn't make things up about the apartment because I bought the condo and was looking for a way out.

2) I filed a rent escrow action and had a cause for retaliation as a result of it. This could have and should have been used to my benefit to negotiate a financial settlement. There is no evidence that he used that information for my benefit.

Notice in my initial letter to him, I even mentioned filing the escrow action.

https://www.revisor.mn.gov/statutes/cite/504B.285

Subd. 2.**Retaliation defense.**

> *It is a defense to an action for recovery of premises following the alleged termination of a tenancy by notice to quit for the defendant to prove by a fair preponderance of the evidence that:*
> *(1) the alleged termination was intended in whole or part as a penalty for the defendant's good faith attempt to secure or enforce rights under a lease or contract, oral or written, under the laws of the state or any of its governmental subdivisions, or of the United States; or*
> *(2) the alleged termination was intended in whole or part as a penalty for the defendant's good faith report to a governmental authority of the plaintiff's violation of a health, safety, housing, or building code or ordinance. If the notice to quit was served within 90 days of the date of an act of the tenant coming within the terms of clause (1) or (2) the burden of proving that the notice to quit was not served in whole or part for a retaliatory purpose shall rest with the plaintiff.*

The tenant he represented on which I used as a basis to hire him (Richard Boldt), also had the same issues – the design of the building creating health issues and a retaliation defense based on court records, as well as being able to get out of the lease early on his own because he was no longer income qualified to live there.

Based on the information available from the court, there is no evidence that Brian attempted to apply the landlord/tenant statutes in his defense, either.

Case No. 02-CV-19-2851
Court records in this case also show there is a rent escrow action by the tenant on 5/20/2019 and the landlord filed an eviction motion on 6/10/2019. There is no evidence that Brian raised the issue of retaliation by the landlord.

8. Defendant made contact with the leasing agent for Dominium and engaged in negotiations and reviewed the lease agreement that Plaintiff had signed with Dominium.

I agree with this statement.

This is a vague statement that provides no substance to the case he is presenting.

Any “negotiations” I did with the leasing agent were not about the release from the apartment, but rather the contact was within the context of resolving the rent escrow action.

Any additional contact was made by me when the management company said they hadn’t heard from him.

9. Defendant had unrealistic expectations for what she would be entitled to based on her “issues” with the apartment.

I do not agree with this statement.

This is a vague statement that provides no substance to the case he is presenting.

However, it does validate my earlier claim that he had no competency in landlord/tenant law and was not applying those statutes to my case.

Note that he doesn’t give an example of what he felt were unrealistic or how he arrived at that conclusion.

It’s not a fact. It’s an opinion.

Also, note that nearly everything he is accusing me of in terms of the condition of the apartment is something I mentioned in my initial letter to him. So, it begs the question of why he even took the case to begin with.

10. Defendant asked Plaintiff for medical records to show damages in his negotiations with Dominium.

I agree that he asked for them, but not up front. I raised the health issue situation in the letter I wrote to him to engage him. If he were seriously going to use my health issues as a cause for damages, best practices would have required him to see what I had before he asked me to sign a retainer.

There is no evidence of him negotiating anything with Dominium. After we separated, I asked him for a copy of my file. There is no evidence that he negotiated anything with them or that he was planning to.

The “settlement” agreement he got for me is very similar in nature and content as the one he got for Richard Boldt.

11. Defendant stated she wasn’t required to provide them and didn’t have any medical issues due to the living conditions. Defendant later said she was never asked for them.

I do not agree with this statement as it is written.

This allegation has multiple issues combined..

I raised the health issues with him in in the initial letter I wrote to him to engage him.

I raised the health issues in my rent escrow action with the landlord.

What I said was that he didn’t need them during the negotiation period. I agreed that we would need them, if we were going to court, but we weren’t going to court. This was supposed to be a negotiating period.

What I when I raised the issue of how my health was being compromised in the rent escrow action, Dominium didn’t ask for proof of my records, so I was wondering why he was making such an issue of it now.

Also, I hired him because he had represented another person in the building. That person also raised issues about how the design on the building was contributing to health issues, and there is no evidence that he used the health issues rationale for that person, either.

12. Plaintiff negotiated an agreement that allowed Defendant to break the lease and move with no penalties.

I do not agree with this statement.

There is no evidence of any kind of “negotiations” with my landlord.

The agreement he wanted me to sign is similar in manner and nature to the one he had obtained for the other tenant. However, mine included a clause that would waive my right to future claims.

He refused to explain why it was in my best interest to do agree to that, telling me that “we would go for money later.” Where was “later” going to be if I agreed to that right now?

There is no evidence that he made any attempt to take that part out.

I asked for a copy of my file that should have included any communication he had with the landlord. There is no evidence of any “negotiations” to break the lease.

I didn’t need this agreement to break the lease. Also, after he terminated his services, I went to conciliation court and got my security deposit back – on my own and without representation by applying the landlord/tenant statutes.

13. Defendant was unhappy, as she wanted a minimum of $50,000 from Dominium for what she thought were Dominium’s violations in the building code, the bugs and traffic noise.

I agree that I was unhappy. I do not agree that I was expecting to get $50,000 from Dominium.

I was asking him to use that amount as a starting point in negotiations.

The “perceived” part of the comment shows he made no effort to validate my claims or to use what I was saying to my benefit. It’s also evidence that he wasn’t applying the appropriate statutes for my case.

If he had been knowledgeable in landlord/tenant law, he would have known that I was trying to get him to apply the “fit for intended use” part of the statute:

504B.161 COVENANTS OF LANDLORD OR LICENSOR.

In addition, the property was built using the Low Income Housing Tax Credit from the IRS. IRC42 requires any property to rest on three major categories – safe, decent and

affordable. The “safe” part of this aligns with the State of Minnesota’s “fit for intended use” statute.

The other safety issue that he failed to mention is that during the first year the property was opened, there were an average of three calls a week to the police for either theft, drugs, and violence.

Notice I mentioned these issues in the initial letter I sent to engage him.

Calling it my “perception” is his opinion, and an opinion that didn’t use the information he was presented or had available to him for my defense.

I didn’t say I wanted a minimum of $50,000 from them. What I said was to use that as a negotiating point and work from there. It’s what negotiating does. You start with something and then let them work from there. Once negotiating is done, THEN you decide whether or not to file in court.

I encountered the attorney who represented Dominium with a different property, and I was able to get out of the lease at get moving expenses – on my own, so it makes no sense to me why he was afraid to ask for something to start with, given that I had a retaliation cause and I had the fit for intended use cause.

The building was advertised as a 55+ plus seniors building, but when I moved in, it turned out to not be the case and I didn’t learn about it until after I was there. There is also no evidence that he used this in my defense, either.

14. Plaintiff successfully negotiated an early release from Defendant’s lease which was the Defendant’s initial desire for hiring the firm.

I do not agree with this.

He’s still missing the part in the letter where I wanted them to own what they have done.

There is no evidence that he was key in obtaining the early release. Refer to issue 5 for information supporting this statement.

This is what he decided I hired him for. There is no evidence of a strategy session or of him asking me what I wanted. I hired him to represent me, but please note how his responses are dismissive of me and benefit my landlord more than they do me. Also, notice how often I provided him with information and he considered it to be an inconvenience, rather than using it to my benefit.

Count 1: Declaratory Judgement

The evidence that he is providing to support his claim under this section is not complete.

The Securities Board denied the claim because it didn't meet their criteria for payment. That's a different standard than whether or not there was merit to the separate issue with Brian.

He had an opportunity to present his side and defend his case with the conciliation hearing, and he chose to not show up.

He's also leaving out the part where, while the initial ethics complaint was denied, I was asked to testify at the hearing in which he was sanctioned.

I am asking the court to dismiss this and honor the amount determined by the previous court for the following reasons:

1. This matter started in conciliation court.

2. I obtained a judgment by default because he chose to not show up to that hearing.

3. He sought to vacate the default judgment, and was granted vacation upon certain conditions - specifically that he pay me $50 in costs.

4. He has failed to pay the $50.00, meaning he has failed to properly vacate the default judgment.

5. Instead of properly vacating the default judgment, and arguing his case in conciliation court, he instead improperly filed a NEW district court matter involving the same claims.

6. This is not the proper procedure for removing/appealing a judgment from conciliation court.

7. As a result, the district court action should be dismissed without prejudice, and the parties should proceed in conciliation court. If he plans to contest the judgment there, he can, at that time, re-file an affidavit that he has a counterclaim against me that exceeds $15,000 - and then the case would be removed to district court with me still acting as plaintiff.

8. Because he has claimed damages "up to and including the sum of $50,000" as his damages, and NOT an amount "in excess of $50,000" he was required to detail the exact amount he claims to have been damaged by the alleged defamation. There is no evidence that he met this requirement or has provided evidence of the harm I allegedly caused to him.

outreachne@outlook.com

From: Becky Cole <outreachne@outlook.com>
Sent: Monday, March 15, 2021 12:24 PM
To: Brian Vanmeveren
Cc: Becky Cole
Subject: FW: VanMeveren Trial

Brian,

A while ago, I asked for a refund of what I paid to you and I conveniently got ignored. Now that the disciplinary hearing is resolved, it gives me more evidence and support to pursue it in a legal manner, should that be necessary to do so.

I am sure you can agree that a lawsuit against your license in light of this order from the court would not be helpful for your suspension or your two year supervision.

All I am asking for is for you to do the right thing and give me back my money. You didn't represent me. You took my money and you essentially represented Dominium.

Should it become a legal matter to get my money back, there is nothing that prevents me from including this disciplinary action in the court records to show a pattern of inappropriate conduct and misrepresentation.

I am glad you are getting the help you need through this.

I will expect a response to when I will be getting the check for the $3,000 I paid for your fee plus the $50 I paid in credit card processing fees by end of day Friday, March 19, 2021.

Becky A Cole
Chief Capacity Builder

From: Manning, Sofia
Sent: Friday, March 12, 2021 1:19 PM
To: Becky Cole
Subject: VanMeveren Trial
Importance: High

Good afternoon, Ms. Cole-
I wanted to let you know that this morning we reached a stipulation for discipline with Mr. VanMeveren. He has agreed to a 30 day suspension followed by a 2 year supervised probation. Since we have settled this matter, there will be no trial on March 23 & 25 and you will not have to testify. I would be happy to talk to you about this more if you want to connect on the phone. I just wanted to send you an email as soon as I knew so that you could take those trial dates off your calendar and you don't have to worry about testifying. The Court still has to approve this agreement and issue an order, and you will receive a copy of that from our office. Like I said, happy to talk with you more if you have any questions. Just let me know when it is a good time to reach you.
Thanks,
Sofia

We have moved! Please note our new address:

Sofia A. Manning
Paralegal

Office of Lawyers Professional Responsibility
445 Minnesota Street, Suite 2400
St. Paul, MN 55101
(651) 296-3952
Sofia.Manning@courts.state.mn.us

Protecting the Public, Strengthening the Profession

STATE OF MINNESOTA DISTRICT COURT

COUNTY OF ANOKA TENTH JUDICIAL DISTRICT

Court File No. 02-CV-19-2851

Richard Boldt,

Plaintiff/Tenant,

vs.

STIPULATION AND ORDER FOR JUDGMENT

Dominiuim,

Defendant/Landlord.

THE PARTIES STIPULATE AND AGREE as follows:

1. Background. Plaintiff and Defendant are parties to an Apartment Lease ("Lease") dated October 4, 2018 for the premises ("Premises") located at 1066 County Highway 10 NE #101, Spring Lake Park, MN 55432. Plaintiff filed an Affidavit of Rent Escrow ("Rent Escrow Petition") alleging various violations, and Defendant disputes the allegations in the Petition. The parties have come to an agreement to resolve this matter as stated below (this "Stipulation").

2. Consideration. The parties are entering into this Stipulation for good and valuable consideration herein given and set forth below, the receipt and sufficiency of which are hereby acknowledged by the parties.

3. Dismissal of Rent Escrow Petition. Plaintiff hereby dismisses the Rent Escrow Petition with prejudice. Neither party will appear at the hearing on this matter scheduled for July 1, 2019, and this Stipulation will act as the parties' "Stipulation" to be incorporated by the Order of the Court/Order for judgment attached. The parties have given their attorneys of record the authority to sign this Stipulation and e-file it with the Court for approval.

4. Disbursement of Rent Deposited in Court. In exchange for Plaintiff's covenants herein, the funds previously deposited by Plaintiff in court shall be disbursed to Plaintiff, Richard Boldt.

5. Termination of Lease; July Rent. The parties hereby agree to the mutual termination of the Lease as of 12:00 noon on July 31, 2019 ("Termination Time"), and both parties shall be released from any further liability to each other with respect to the Lease and

Plaintiff's tenancy thereunder. Pending the Termination Time, Plaintiff shall pay July rent on July 1, 2019 and vacate the premises on July 31, 2019.

6. Vacating Premises. Plaintiff agrees to vacate the Premises on or before the Termination Time by removing all occupants and all personal property that remains in the Premises (including any garage and any storage unit) and by then returning all keys, mailbox keys, and other access devises to Defendant. No further notice of lease termination or notice to vacate needs to be given by either party. Plaintiff understand that this covenant to vacate the Premises is binding on him and may not be revoked, rescinded, extended, or withdrawn.

7. Enforcement. This Agreement shall constitute Plaintiff's notice to vacate the Premises by the Termination Time. If Plaintiff fails to vacate the Premises on or before the Termination Time, Defendant may enforce this Agreement by filing an eviction action for holding over after notice, and in such event Plaintiff agrees not to interpose an answer or otherwise contest or defend such an eviction action on any basis. If an eviction action is filed for holdover, Defendant is entitled to its attorneys' fees and costs in this action and its attorneys' fees in costs in any eviction action filed after the Termination Time.

8. Mutual Non-disparagement. Plaintiff shall not issue negative statements, reviews, comments, or feedback about, or otherwise disparage in any way, the personal or professional reputation or standing of Defendant, its agents, employees, or its parent, subsidiary and affiliate entities, and their respective shareholders, directors, officers, members, governors, managers, owners, partners, agents, employees, representatives, successors, predecessors, attorneys, insurers, administrators, and assigns (collectively, the "Defendant Parties"), regardless of the medium used, whether written or oral, including without limitation, all written or electronic communication, including, but not limited to, any statements made via websites, blogs, postings to the Internet, emails, text messages, or the use of any online social media website such as Facebook, Yelp, and LinkedIn, and whether or not such statements are made anonymously or through the use of a pseudonym. Defendant likewise shall not disparage, comment negatively about or speak ill of Plaintiff using any of the foregoing methods or media. In addition, the parties shall not instruct third parties to make negative comments about the other.

9. No future tenancy/occupancy. The parties agree that this is an amicable settlement and just resolution of the disputed items, and shall not re-apply for occupancy at any property owned, operated, or managed by Defendant Parties.

10. Legal Counsel and Drafting of Stipulation. Plaintiff has been represented in this matter by attorney Brian VanMeveren, and Defendant has been represented by the firm of Hanbery & Turner, P.A. and Robert P. Schwartz, Esq. This Stipulation was negotiated and jointly drafted by attorneys for the parties, and the rule that ambiguities will be construed against the drafter does not apply. This Stipulation has been read and understood by the

undersigned before the signing thereof with the advice of counsel and each party has relied upon the party's own judgment, belief and knowledge, concerning the nature, extent and duration of the party's rights and claims.

12. Attorneys' Fees. Notwithstanding paragraph 7, all parties shall bear their own costs, disbursements and attorneys' fees.

13. No Admission. The parties recognize that the Stipulation is a compromise of disputed claims and that the consideration hereunder is not intended, nor should it be construed, by anyone, to be an admission of liability by Defendant. Defendant denies the allegations in the Petition. It is understood that this Stipulation is intended to avoid protracted litigation and the costs and expenses associated with such litigation. It is understood and agreed that this Stipulation shall not be admissible for any purpose in any proceeding other than a proceeding to enforce the provisions hereof.

13. Right to Trial. The parties understand that they have a right to a trial and to appear in this matter, and the parties understand that they are waiving their right to a trial and to appear at said trial and agree to appear save and accept this Stipulation and Order for Judgment as the settlement agreement of the parties.

14. Reasonableness of Stipulation. The parties agree that the terms and conditions of this Stipulation are reasonable and all parties may execute the agreement by affixing their electronic signature on the document by their attorney's consent.

15. Order for Judgment. The above Stipulation constitute the parties' complete understanding and agreement in this matter and the parties hereby jointly request that the Court adopt this Stipulation and make it the Order of the Court. Defendant's attorney will file with Stipulation and Order for Judgment.

AGREED TO:

/s/ Richard Bolt
Richard Bolt, Plaintiff

/s/ Brian VanMeveren
Brian VanMeveren, Esq.
Attorney ID #0393462
980 Inwood Avenue North, Suite 1
Oakdale, MN 55128
651-788-6332
brian@vanmeverenlawfirm.com
Attorney for Plaintiff

/s/ Robert P. Schwartz
Robert P. Schwartz, Esq., #098188
Hanbery & Turner, P.A.
33 South Sixth Street, Suite 4160
Minneapolis, MN 55402
612-340-9855
schwartz@hnclaw.com
Attorney for Defendant

Date: July 8, 2019

ORDER FOR JUDGMENT

Based upon the records and proceedings herein, the Court hereby accepts, approves, and adopts the Stipulation, and the terms and conditions herein are hereby the Order of the Court. Court Administrator shall return the funds on deposit to Richard Boldt. The hearing scheduled for July 15, 2019 is stricken.

LET JUDGMENT BE ENTERED ACCORDINGLY.

7-15-19
Date

Judge of District Court

JUDGMENT

The above Conclusions of Law and/or Order for Judgment constitute the Judgment of the Court.

Lori O'Brien, Court Administrator
Anoka County, MN

Date: 7/19/19 By:
Deputy