

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT
Case Type: Discrimination

Arianna Anderson, Shanika Henderson,
Daron Holloway, Brianna Lofton, Chase
McKay, John Doe, Dennis Wagner, Debra
Wagner, Donald Samuels, and Juliee Oden,

Plaintiffs,

vs.

City of Minneapolis,

Defendant.

Court File No. _____
(Judge _____)

**COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF**

Plaintiffs Arianna Anderson, Shanika Henderson, Daron Holloway, Brianna Lofton, Chase McKay, John Doe, Dennis Wagner, Debra Wagner, Donald Samuels, and Juliee Oden (“Plaintiffs”), for their Complaint against Defendant, the City of Minneapolis, (“Defendant” or “City”), hereby state and allege as follows:

INTRODUCTION

1. Plaintiffs bring this action for declaratory and injunctive relief based upon Defendant’s breach of its duty to enforce the Minneapolis Housing Code (the “Code”), specifically Minneapolis Code of Ordinances §§ 244.1820(b) and 244.260 and Minn. Stat. § 504B.185.

2. Plaintiffs further bring this action under the Minnesota Human Rights Act (“MHRA”), Minn. Stat. §§ 363A.01-.50, which prohibits discrimination in housing and

public services because of race, color, creed, religion, national origin, sex, marital status, disability, sexual orientation, and status with regard to public assistance. Minn. Stat. §§ 363A.02, subd. 1(2), (4) and 363A.12, subd. 1.

3. Plaintiffs further bring this action under Minn. Stat. § 8.31, subd. 1 which requires the attorney general to “investigate violations of the law of [Minnesota] respecting unfair, discriminatory, and other unlawful practices in business, commerce, or trade” and allows Minnesotans the right to sue to stop discrimination.

4. Plaintiffs further bring this claim under Minn. Const., Art. I, § 2 which prohibits disenfranchisement or deprivation “of any of the rights or privileges secured to any citizen thereof.”

5. Plaintiffs are residents or former residents of North Minneapolis, an area of the City spanning Bassett Creek up the west bank of the Mississippi River to the City’s border with Brooklyn Center at 53rd Avenue North and coterminous with Wards 4 and 5.

6. The City of Minneapolis is divided into various neighborhoods, each of which has its own culture and reputation. For example, the Lyn-Lake neighborhood is known for its many pedestrian walking paths and the annual Lyn Lake Street Festival, Northeast for its numerous breweries and no frills bars, and Linden Hills for its top tier restaurants just steps away from the Chain of Lakes.

7. Unfortunately, many neighborhoods in North Minneapolis have gained a more negative reputation. Specifically, many of the properties in these neighborhoods are owned by abusive and absentee landlords who allow the properties to fall into states of

egregious disrepair. This in turn leads to other negative activities, such as drug dealing, theft and violent crime.

8. Most of these rental properties serve low-income residents who are persons of color. In the City's Ward 4 in North Minneapolis, 28% of occupied housing units are rentals and of those rentals 77% are BIPOC (Black, Indigenous, People of Color) households; in adjacent Ward 5, 55% of occupied housing units are rentals and of those rentals 70% are BIPOC households.¹ These renters often lack the power and resources to address the deplorable housing conditions. Landlords capitalize on this imbalance of power to avoid remedying the many issues with the properties they own. This can result in dire circumstances, such as the December 2022 expulsion of 50 tenants at Bell Lofts, shown in Exhibits 1-2, and the condemnation of the building after a decade rife with countless complaints, 133 housing code violations, and little action by the City in response.² The revocation of Mahmood Khan's rental license after thousands of violations, 3,000 in the last decade of his licenses, provides further credence to the problem but also reflects an enforcement regime that waits far too long to take action.³ North Minneapolis

¹ Census Bureau, *American Community Survey* (May 9, 2023), <https://www.census.gov/programs-surveys/acs>. Note: Census tracts do not perfectly reflect City wards. Specifically, only the northwest corner of Census tract 1262.01 is in Ward 5 with the remainder in Ward 3. As such, the percentage of renters who are BIPOC in Ward 5 may be even higher than 70%.

² Katelyn Vue, *Tenants flooded out of historic Bell Lofts in north Minneapolis fault landlord, plea for help*, SAHAN JOURNAL (Jan. 13, 2023), <https://sahanjournal.com/housing/tenants-flooded-out-of-historic-bell-lofts-in-north-minneapolis-fault-landlord-plea-for-help/>; Kyle Stokes, *Code violations over a decade show which Minneapolis neighborhoods are problem-housing hotspots*, MINNPOST (Apr. 14, 2023), <https://www.minnpost.com/metro/2023/04/code-violations-over-a-decade-show-which-minneapolis-neighborhoods-are-problem-housing-hotspots/>.

³ *Id.*

residents, in an open letter to Governor Tim Walz, went so far as to call their neighborhood a “war zone,” furthered by the lack of housing enforcement in their neighborhood.⁴

Exhibits 1-2: After a decade of complaints, Bell Lofts’ tenants faced the harshest repercussions from the City’s lack of code enforcement.



⁴ Cathy Wurzer and Dan Kraker, *Group of north Minneapolis residents send letter to Gov. Walz, calling for help stemming violence*, MPR NEWS (Sept. 24, 2021), <https://www.mprnews.org/episode/2021/09/24/group-of-north-minneapolis-residents-send-letter-to-gov-walz>.



9. Despite the issues with predatory landlords in North Minneapolis being widely known, the City of Minneapolis has consistently failed to take action. The main, or perhaps sole, action the City has taken to address these problems is its creation of a 311 reporting line. Members of the community may call, text, or email this 311 reporting system to report housing code violations and other problems they see within their neighborhoods.

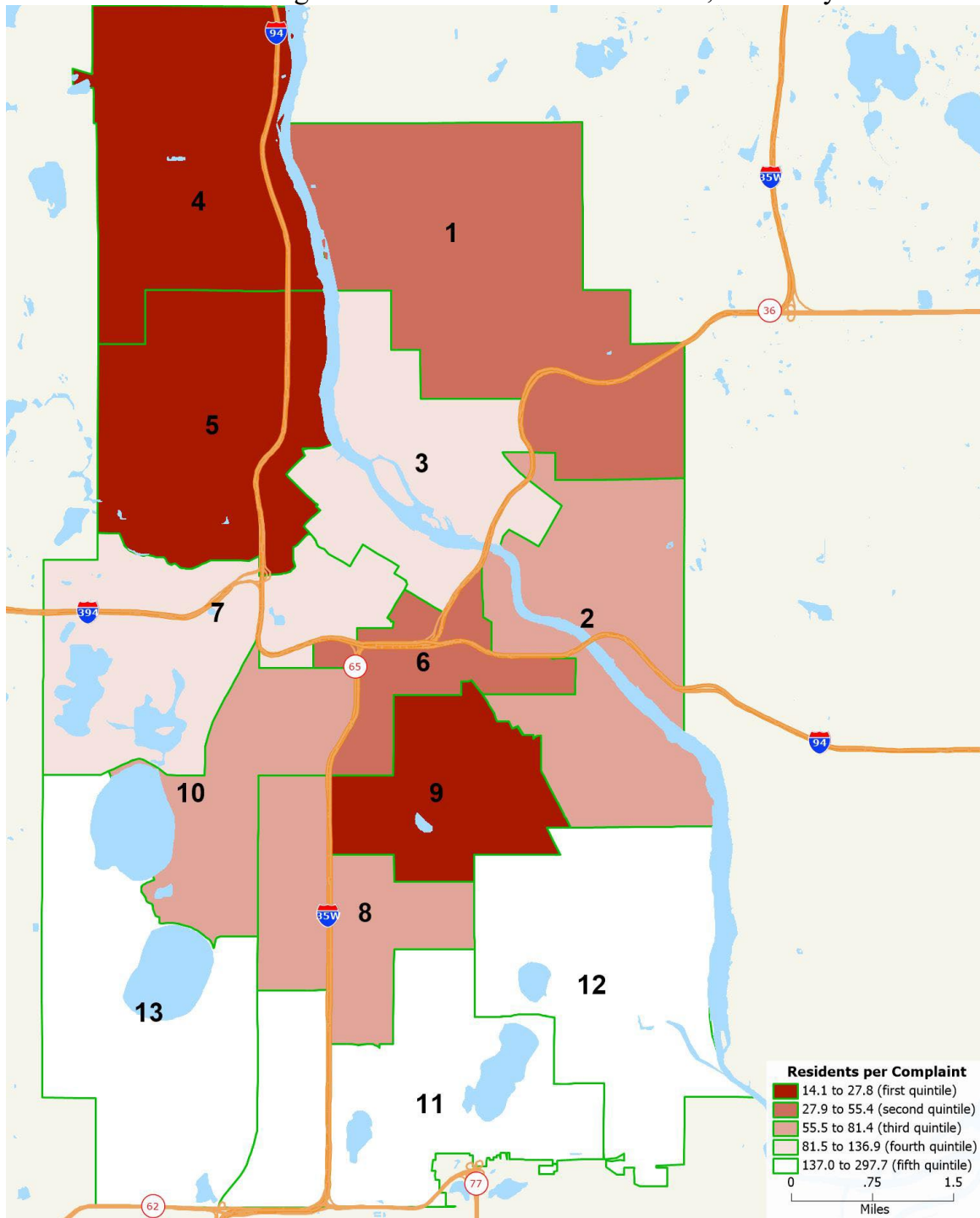
10. Even a cursory review of the City's reporting violation data reveals that there are sharp disparities between Minneapolis neighborhoods, as illustrated by Exhibit 3 and Table 1. In Wards 4 and 5 representing North Minneapolis, there were 4,629 complaints at Tier 2 and Tier 3 rental properties (*i.e.* rental properties that must be inspected annually or every five years, respectively, based on past violations) from January 1, 2018, to March

31, 2023, for a population of 67,526 citizens. Those two wards—where respectively 28% and 55% of the occupied housing units are rentals and where 77% and 70% of those renting households are BIPOC⁵—have only 16% of the City’s residents but account for 45% of complaints at Tier 2 and Tier 3 properties (including Ward 9 in Phillips and Powderhorn results in 23% of the population but 60% of complaints). For the sake of comparison and using the same period, Wards 11, 12, and 13 in south Minneapolis—where respectively 22%, 26%, and 30% of the occupied housing units are rentals and where 35%, 29%, and 16% of those renting households are BIPOC⁶—had 495 complaints for 96,843 citizens (*i.e.* less than 5% of complaints for 25% of the City’s population). In other words, with only 70% of the population of that found in Wards 11, 12, and 13, Wards 4 and 5 experienced over nine times the number of complaints emanating from Wards 11, 12, and 13 over an identical time period (including Ward 9’s complaints as well results in nearly 13 times the number of complaints in Wards 4, 5, and 9 compared to Wards 11, 12, and 13 for roughly the same population over the same time period). Put another way, for residents of Wards 4 and 5, there was one for every 14.6 persons. For residents of Wards 11, 12, and 13, there was one for every 195.6 persons. Exhibit 3 provides a visual reflection of this data, where a lower number signifies a greater density of complaints (*i.e.* fewer residents per every complaint) and a higher number indicates the opposite.

⁵ See Footnote 1.

⁶ Census Bureau, *American Community Survey* (May 9, 2023), <https://www.census.gov/programs-surveys/acs>. Note: Census tracts do not perfectly reflect City wards. Census tract 1101 is in both Wards 11 and 12, and represents 8-10% of those two wards’ occupied housing units.

Exhibit 3: Code Violation Complaints at Tier 2 and Tier 3 Rental Properties, January 1, 2018, through March 31, 2023. Note: The wards reflect current boundaries and data, rather than the boundaries that go into effect with the November 7, 2023 City Council elections.



11. Moreover, while City data in Table 1 suggests that the rental code violation complaints in Wards 4 and 5 are resolved at a rate on par with other wards—all falling at roughly 85%—based on North Minneapolis residents’ experiences as described herein these complaints go unanswered and are inaccurately marked as resolved despite no remedial action taken by landlords or adverse action taken by the City against the landlord.

Table 1: Code Violation Complaints and Resolution Rate at Tier 2 and Tier 3 Rental Properties, January 1, 2018 through March 31, 2023.

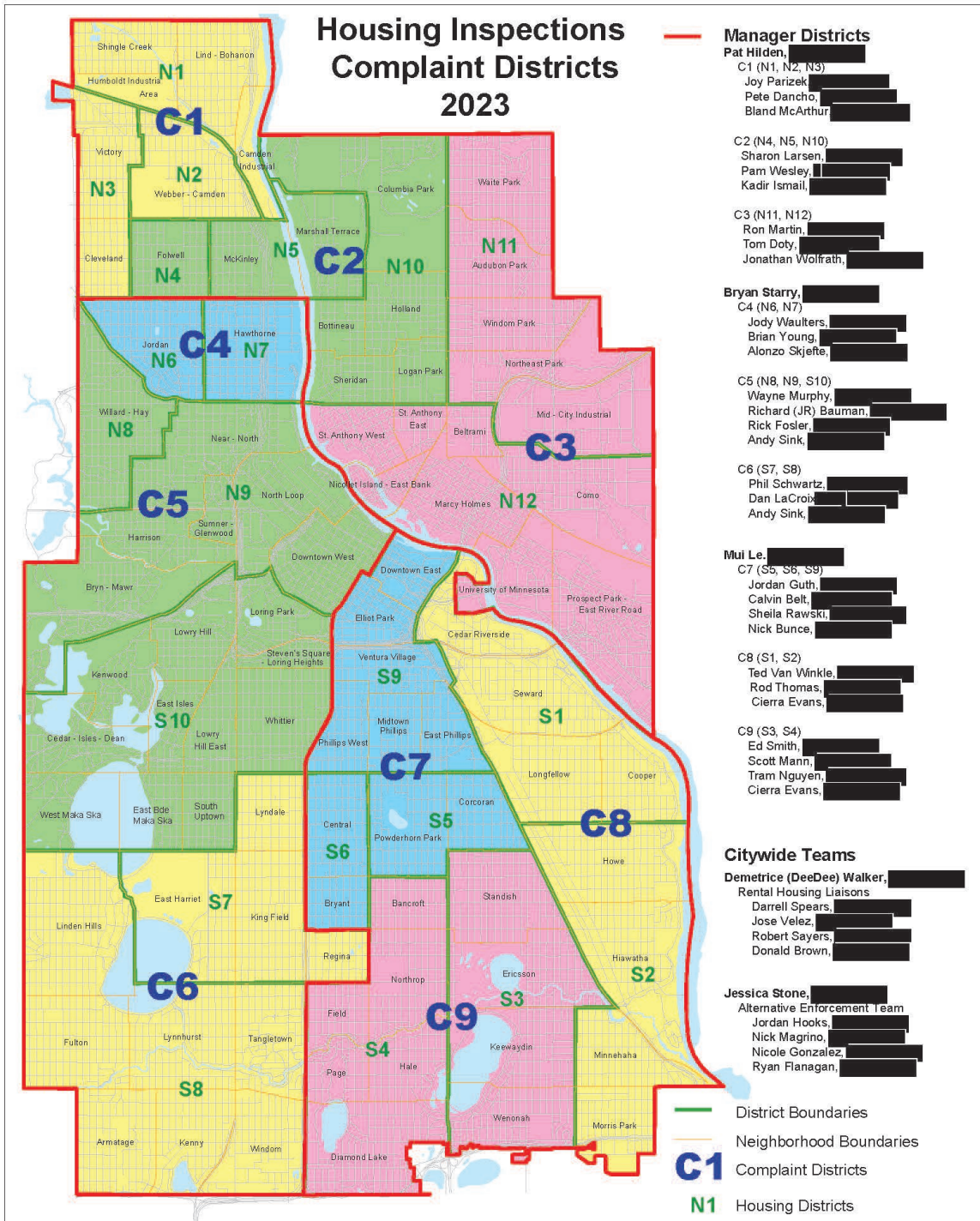
Ward	Not Resolved / Not Available	Resolved	Total Complaints	Resolved Rate	Population	Residents per Complaint
1	87	635	722	88%	31,026	43.0
2	48	406	454	89%	35,111	77.3
3	58	306	364	84%	43,692	120.0
4	335	1,863	2,198	85%	33,074	15.0
5	287	2,144	2,431	88%	34,452	14.2
6	44	699	743	94%	30,465	41.0
7	41	292	333	88%	32,584	97.8
8	53	400	453	88%	28,311	62.5
9	194	1,401	1,595	88%	30,025	18.8
10	43	544	587	93%	34,371	58.6
11	32	129	161	80%	30,483	189.3
12	7	214	221	97%	32,727	148.1
13	29	84	113	74%	33,633	297.6

Note: Complaint data pulled April 6, 2023 from the City of Minneapolis Regulatory Services Department Violations Dashboard. Population data reflects 2020 Census data used by City of Minneapolis for redistricting. Wards reflect 2011-2023 boundaries given elections have yet to occur in the new ward boundaries.

12. Despite the imbalance of these complaints in North Minneapolis, the City’s organization of inspectors does not reflect this unequal distribution. While the Regulatory Services Department’s Inspection Services Division Complaint Districts do not neatly match City wards, North Minneapolis represents Districts C1, C4, and part of C2. *See* Exhibit 4. The City assigns six inspectors, total, to C1 and C4, and three to C2, of which

North Minneapolis makes up a small portion of C2's boundaries. Assuming one of the three C2 inspectors focuses on the small portion of C2 allotted to North Minneapolis, roughly seven inspectors are assigned to North Minneapolis from a total citywide pool of thirty district-based inspectors (there are also citywide teams and managers that are not assigned to specific districts, which are excluded from this count). In other words, North Minneapolis represents 45% of complaints but is assigned only 23% of inspectors for an area that constitutes 16% of City population. Adding in Powderhorn further illustrates the disparity. Ward 9, which includes Powderhorn, shares four inspectors with Wards 3 and 6, so conservatively Powderhorn has two inspectors assigned to its area. Including those two inspectors to those assigned to North Minneapolis, there are roughly nine inspectors of the total thirty inspectors, or 30%, for Wards 4, 5, and 9 that reflect 60% of total complaints. Meanwhile, Wards 11, 12, and 13 roughly conform to C6, C9, and half of C8 for a total of seven and a half inspectors, or 28% of inspectors for an area that constitutes less than 5% of total complaints and 25% of City population. In all, the organization of inspectors does not mirror the gravity of inspection demands vis-à-vis the complaint data.

Exhibit 4: Inspection Services' Complaint Districts as of March 31, 2023, from Regulatory Services Department Rental License Manual at 30.



Revised date: 3-31-2023

13. However, as beneficial as the City's 311 reporting system sounds on its face, and despite the City's alleged rate of resolution for these complaints, in practice the City rarely if ever actually takes action in response to complaints received through the system that emanate out of North Minneapolis. Plaintiffs in this case have contacted the City numerous times using this hotline and have received little to no response and have observed almost no action being taken. Plaintiffs' experience is not unique; the City routinely fails to address housing code violations in North Minneapolis, and allows landlords with egregiously high numbers of such violations to continue to operate in North Minneapolis.

14. Frustrations with the City's lack of responsiveness is high, as demonstrated by the repeated efforts of the Plaintiffs to convince the City to address these issues. More so, Plaintiffs believe North Minneapolis complaint data is lower than the actual, total violations as tenants and residents alike fear retribution from predatory landlords or dangerous neighbors. Additionally, the City's failure to enforce its housing code has led to a significant increase in crime in North Minneapolis, as well as a significant decrease in property values and neighborhood morale.

15. The City has an affirmative duty under the law to enforce the Code against abusive landlords, who are profiting off a system that allows their predatory and abusive practices to flourish at the expense of the City's most vulnerable populations. Plaintiffs are entitled to declaratory and injunctive relief putting an end to the City's failure.

THE PARTIES

16. Arianna Anderson is a resident of the state of Minnesota. She resided in North Minneapolis from 2014 until 2022.

17. Shanika Henderson is a resident of the state of Minnesota. She currently resides in North Minneapolis and has lived in North Minneapolis since 2009.

18. Daron Holloway is a resident of the state of Minnesota. He currently resides in North Minneapolis and has lived in North Minneapolis since 2018.

19. Brianna Lofton is a resident of the state of Minnesota. She resided in North Minneapolis from 2013 until 2022.

20. Chase McKay is a resident of the state of Minnesota. He currently resides in North Minneapolis and has lived in North Minneapolis since 2018. He is also employed as a postal carrier and has delivered mail in the North Minneapolis area and other neighborhoods in the City since 2018.

21. John Doe is a resident of the state of Minnesota. He currently resides in North Minneapolis and has lived in North Minneapolis since 2018.

22. Dennis Wagner and Debra Wagner are residents of the state of Minnesota. They currently reside in North Minneapolis and have lived in North Minneapolis since 1984.

23. Donald Samuels is a resident of the state of Minnesota. He has lived in North Minneapolis since 1996.

24. Juliee Oden is a resident of the state of Minnesota. She has lived in North Minneapolis since 2003.

25. Defendant City of Minneapolis is a city in the state of Minnesota and the county seat for Hennepin County.

JURISDICTION AND VENUE

26. This Court has subject matter jurisdiction pursuant to the Minnesota Constitution, the private attorney general statute, and the MHRA, which states that private parties may bring a civil action to district court to “seek[] redress for an unfair discriminatory practice.” Minn. Stat. § 363A.33, subd. 1. 185; *see also* Minn. Const., Art. I, § 2, and Minn. Stat. § 8.31, subd. 3a.

FACTUAL BACKGROUND

I. Arianna Anderson

27. Ms. Anderson was a resident of North Minneapolis from October 2014 until July 2022. Ms. Anderson and her five children experienced significant ongoing health and safety issues stemming from housing code violations at the home she rented at 3315 Colfax Avenue North using a Section 8 voucher. For the past several years, Ms. Anderson has been an engaged public advocate for improved housing conditions for her beloved North Minneapolis community.

28. Beginning in 2018, Ms. Anderson has pursued multiple legal avenues to solve ongoing problems in her rental home, including: (1) lead paint, (2) large amounts of black mold, causing illness and asthma attacks in her five children, (3) water damage on walls and ceilings, (4) broken door knobs, (5) cracked foundation, (6) electrical issues, among other issues. *See* Exhibit 5.

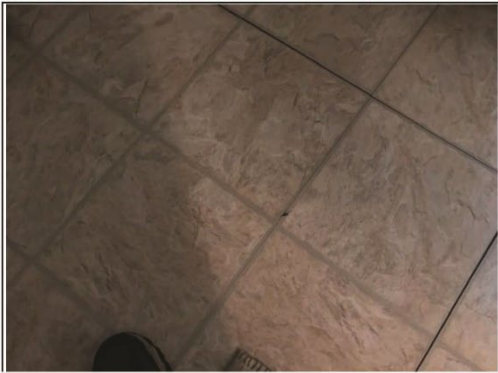
29. In 2018, a City employee conducted an inspection of Ms. Anderson's home, as she had become concerned her home contained lead paint. At the time, Ms. Anderson had multiple children under six years old and was concerned for their safety.

30. Ms. Anderson was confused when the City inspector only conducted a cursory check, using a device to check one wall for paint. The inspector told Ms. Anderson that he knew her landlord, that he was a "super good guy," and would never allow lead paint in the home. The inspector left without checking any more walls in Ms. Anderson's home, and the City did not produce any type of report. A full check years later did in fact reveal lead paint throughout Ms. Anderson's home.

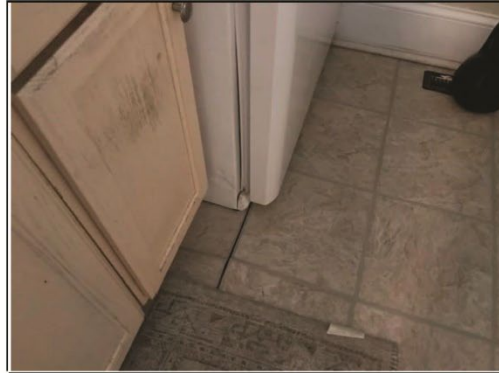
31. In response to a different complaint filed by Ms. Anderson, in 2020 a City employee conducted a virtual walkthrough of Ms. Anderson's home, in which the employee voiced concern about numerous apparent housing code violations. Despite the virtual walkthrough occurring at the height of the pandemic, the City employee felt it necessary to conduct an in-person check. These interactions left Ms. Anderson feeling hopeful about the City's seeming responsiveness.

32. Once Ms. Anderson's case was transferred to a different City employee, her experience changed significantly. After a ceiling repair worker declined to complete the project upon learning that the hundred-year-old home had not been checked for asbestos, the City employee berated Ms. Anderson for "not cooperating" with the investigation and dropped her case.

Exhibit 5: Screenshots from Ms. Anderson's final complaint inspection report before being forced to leave her rental home.



HIS752: Nail stick up out of kitchen floor



HIS752: Kitchen floor loose and coming up



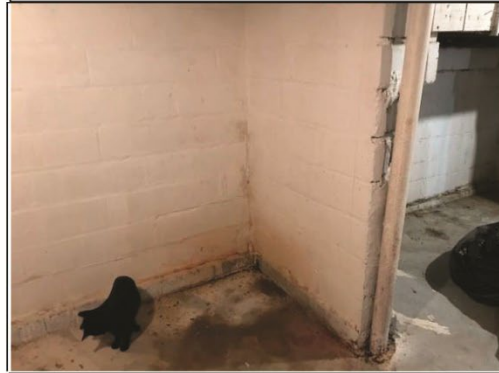
HIS752



HIS752



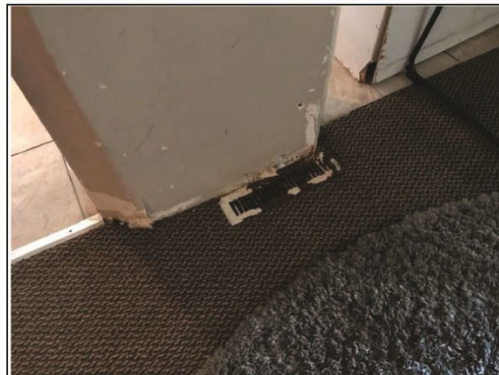
HIS757: Water in basement, repair not made



HIS757



HIS753: Baseboard treim missing



HIS753: Baseboard trim missing

33. Receiving little help from the City, Ms. Anderson personally has attempted to hold her landlord accountable for their housing code violations. Even after winning a modest settlement in a housing court claim, Ms. Anderson has continued to experience ongoing health and safety issues. One such incident left her young son stuck in the bathroom for hours due to a broken door knob; ultimately, the fire department was required to break open the door to allow her son to escape.

34. Ms. Anderson actively sought to move into another Section 8 home but found nearly all affordable options in North Minneapolis had as bad, or worse, housing conditions than she experienced. By July 2022, Ms. Anderson found a more expensive Section 8 rental home in a neighboring first-ring suburb and left North Minneapolis despite wishing to stay in the City of Minneapolis. Based upon personal experience and engagement with her community, Ms. Anderson believes that meaningful improvement in landlord practices will be impossible without greater enforcement of housing regulations by the City of Minneapolis.

II. Shanika Henderson

35. Ms. Henderson has been a resident of North Minneapolis since 2009. She has raised three children as a single mother in housing conditions and a neighborhood environment that compelled her to lodge repeated complaints with the City over a two-year period.

36. Ms. Henderson called 311 on several occasions to report code violations at the home she rented at 3738 Girard Avenue North from 2013 until 2022. The porch was

caving in, water leaked in the basement via a crack in the foundation, mold accumulated inside the home, and windows were shot out due to gun violence.

37. After first filing multiple complaints with her landlord over 2015 to 2016, Ms. Henderson filed three or four complaints with the City of Minneapolis from 2017 to 2018 and again 2020 to 2021. The City sent an inspector four or five times, who assured Ms. Henderson that it would require her landlord to make the necessary repairs.

38. Some minor repairs were made, but the windows remain shot-out to this day, three years after Ms. Henderson's initial complaint, and the water damage made the house uninhabitable. Without air conditioning, opening the shattered windows for relief from summer heat became a constant reminder of how little the City cared and made Ms. Henderson feel less valued than residents who live in affluent south Minneapolis. Ultimately, Ms. Henderson moved into another North Minneapolis home in July 2022.

III. Daron Holloway

39. Mr. Holloway has been a resident of North Minneapolis for approximately eight years. He has lived in his current rental for six years. During this time, Mr. Holloway has dealt with continued code violations in his house that have persisted due to the City's failure to enforce the housing code and cure violations by landlords in North Minneapolis.

40. Mr. Holloway has made two reports to the City regarding various concerns with his house. Specifically, Mr. Holloway made a 311 report in 2019 regarding issues with the plumbing, mold, electrical circuit breakers, and air conditioning and heating ventilation. A housing inspector visited Mr. Holloway's house to investigate those issues and made notes of multiple problems that needed to be remedied.

41. After the problems remained unresolved following the 2019 inspection, Mr. Holloway made a second report to the City in 2021 regarding the same issues. A housing inspector again visited Mr. Holloway's house and noted multiple issues that needed to be remedied. Two months later they returned once more with his landlord. Since then, the City has not contacted Mr. Holloway regarding these issues. Four years after the initial complaint, the plumbing issues were finally resolved but everything else remains unfixed.

IV. Brianna Lofton

42. Ms. Lofton was a resident of North Minneapolis for about 10 years. Her issues began soon after she moved into her single-family, three-bedroom home three years ago, located at 3230 Irving Avenue North. Early on, water from Ms. Lofton's bathroom began leaking into her basement, her basement lacked weather-proofed windows, and her refrigerator was powered by an extension cord to another outlet in the kitchen. *See* Exhibit 6. After contacting her landlord who was unresponsive to her request, Ms. Lofton eventually contacted the City regarding the issue.

43. The City sent an inspector who notified her that the City was unable to do anything. This became a reoccurring challenge. As time went on, the leaky bathroom was never fixed, and Ms. Lofton's basement began to develop robust mold. After noticing the mold growth, Ms. Lofton again contacted the City for assistance. More than five months after the initial inspection, the City again sent an inspector who told her that "the City just can't say it's mold." Nothing was done as to the mold, and it took two additional months for the other repairs to be made.

Exhibit 6: Screenshots from Ms. Lofton's final complaint inspection report before being forced to leave her rental home.



HIS421 – Remove Extension Cords from Permanent Use



HIS710 – Repair/Rehab Basement Windows



HIS710 – Repair/Rehab Basement Windows



HIS710 – Repair/Rehab Basement Windows



HIS167 – Repair Broken Glass



HIS167 – Repair Broken Glass



HIS167 – Repair Broken Glass



HIS167 – Repair Broken Glass

44. Ms. Lofton’s children began to suffer various illnesses due to the mold and unhygienic conditions, including open sores, fungal infections, and general sickness. In total, Ms. Lofton called 311 approximately three to four times and engaged in a lengthy email exchange with the landlord. However, the City refused to require the landlord to remedy the issue. Ms. Lofton was forced to hire a third-party company in December 2021 to remedy the issue at her own cost due to the City’s inaction, and eventually moved out in August 2022 after the mold issues were never resolved.

V. Chase McKay

45. Mr. McKay has been a resident of North Minneapolis for approximately five years. He is also a postal carrier and has had routes both in North Minneapolis and in other neighborhoods of the City since 2018.

46. Throughout his time as a resident of North Minneapolis and as a postal worker in that area, Mr. McKay has made numerous complaints to the City through the 311 reporting system, including complaints of housing code violations that he has observed in his neighborhood and on his mail route.

47. The vast majority of 311 reports made by Mr. McKay have not resulted in resolution of the problem he reported.

48. Specifically, Mr. McKay made a 311 report in connection with a building on Girard Avenue North, which has since burned down. This building was peppered with bullet holes and had no proper flooring. While delivering mail to this address in 2021, Mr. McKay was shocked—in the literal sense—by an exposed wire that had fallen into a water puddle as a result of a leak. Even after months of communicating with a housing

inspector, whom Mr. McKay reached out to directly, no changes were made in the building, with the minor exception of floors being added, before it burned down.

49. Mr. McKay has also made many complaints regarding a building at 3322 Penn Avenue North, shown in Exhibits 7-8 on April 14, 2023. During his mail deliveries to this address in 2022, Mr. McKay observed multiple egregious housing code violations, such as: (1) a lack of doorknobs, (2) a lack of handrails on stairs, (3) garbage filling the hallways, (4) vacant units, also filled with garbage, and (5) a lack of windows. Despite making multiple complaints to the City, Mr. McKay received no response from the City and this property remains in a state of disrepair even to this day. Mr. McKay's descriptions are corroborated by Exhibit 7, which also documents crumbling stairs, a porch light dangling by wiring, and a yard filled with trash.

Exhibits 7-8: 3322 Penn Avenue North facing Lucy Craft Laney Community School.



50. While on his mail route, Mr. McKay has had the opportunity to speak with several residents of these and other properties in North Minneapolis. These residents have expressed frustration and despair at the abysmal conditions of the properties in which they live, but upon information and belief, have also received no help from the City in improving the quality and safety of their homes.

51. Mr. McKay has worked as a postal employee in various neighborhoods throughout north and south Minneapolis, and has witnessed firsthand the drastic differences between the quality and safety of housing offered depending on zip code. Upon information and belief, this is due to the City's enforcement of the housing code in neighborhoods in south Minneapolis versus its complete lack of enforcement in the northern neighborhoods.

VI. John Doe

52. Mr. Doe has been a resident and homeowner in North Minneapolis since 2018.

53. Mr. Doe lives near what he describes as a "crack house" a few blocks from North High School. Starting in 2020, the property's owner operated an "off-the-books" owner-occupied rental property, allowing a revolving group of addicts to live in informal accommodations inside and outside of the home in exchange for rent in the form of drugs and sexual favors.

54. Over time, the illegal activities taking place at the house have had an increasingly detrimental effect on the surrounding community. The house and the

surrounding area were constantly littered with used needles, bullet casings, and stripped and abandoned stolen cars. On at least five occasions, there were shootings at the property.

55. Mr. Doe and numerous neighbors have filed frequent housing code complaints with both the City's 311 reporting system and the Minneapolis Police Department officer in charge of nuisance properties. In particular, Mr. Doe has filed complaints relating to: (1) an illegal camper that was parked in the house's backyard that housed a series of addicts, including one implicated in a nearby murder, (2) illegally parked cars that had been stolen and stripped, and (3) various other property upkeep issues relating to the property and other homes in the neighborhood.

56. When Mr. Doe called the City to check the status of these and other complaints he had made, he was told that they were closed; nevertheless, the code violations he reported continued to persist for years unabated. The house was eventually foreclosed on and boarded up in Summer 2023. After three years of terrorizing the neighborhood, it was not the City that stopped the chaos but a bank.

57. Mr. Doe's fears, related to both the previous owner of the property and the addicts that rented at the property, remain to this day. Mr. Doe and neighbors witnessed countless acts of violence emanating from the house.

58. In light of the fear of his and neighbors' physical safety and in accordance with Minn. R. Civ. P. 10.01, Mr. Doe seeks leave of court to proceed pseudonymously. While he recognizes the public's interest in an open proceeding, his physical safety and the high likelihood of violence against him and neighbors far outweighs the public's interest.

VII. Dennis and Debra Wagner

59. Dennis and Debra Wagner are married and have owned a home in North Minneapolis since 1984. During that time, they have both been involved with the Jordan Area Community Council, including volunteering in a citizen inspector program to report violations to the City. In light of the many years they have lived in the Jordan neighborhood, the Wagners became highly informed regarding issues within the community related to blight and abusive landlords.

60. Over the years, the Wagners have become aware of the City's increasing lack of effort in enforcing and upholding the housing code in North Minneapolis.

61. Mr. Wagner has made hundreds of complaints to the City using the 311 reporting system, both for rental properties and private homes, during the time he and his wife have lived in the Jordan neighborhood. These detailed complaints have at times included lists laying out specific issues within the neighborhood. However, in the vast majority of these instances there has either been no response, or the City has indicated that the complaint has been "closed" with no evidence of any action actually being taken. Exhibits 9-13 reflect just a handful of properties that the Wagners have submitted 311 complaints for, including: 2024 North 25th Avenue, 2627 North Logan Avenue, 2010 North Willow Avenue, and 2942 North Newton Avenue.

62. Debra Wagner has been employed as a realtor in North Minneapolis since 1999, and is very familiar with housing conditions and values in that area and elsewhere within the City of Minneapolis. Debra Wagner has lost sales of houses due to, upon information and belief, the dilapidated nature of the neighborhood surrounding the houses

she was selling. Additionally, her business has been affected due to lower property values for the houses she sells due to, upon information and belief, the egregious housing code violations, and the City's failure to address those violations, driving down the neighborhood's desirability.

Exhibits 9-13: Properties for which the Wagners have submitted complaints to no avail.







VIII. Donald Samuels

63. Donald Samuels has owned his home in North Minneapolis since 1996. Well aware of the problems of North Minneapolis, he and his wife, Sondra, moved to the neighborhood with an intent to be a part of the solution. A few years after moving, he took on a leadership role in the neighborhood. From 2003 until 2014, Mr. Samuels served on the Minneapolis City Council representing North Minneapolis. He later served on the Minneapolis Public Schools Board of Education from 2014 to 2018.

64. Mr. Samuels has seen firsthand the harmful consequences of meager rental code enforcement. Over the years, Mr. Samuels has had 10 different problem units on his block. The lack of any enforcement by the City has resulted in prostitution, drug dealing, and tipping houses (after-hours, late night, unlicensed consumption of alcohol on the premises). He has had multiple threats to his life after seeking to address the root problems of non-compliant rental units, including visits from gang leaders to his front lawn.

65. Mr. Samuels' home ownership has come at a financial penalty as well. In order to keep his house up to standard, he invests money that he will not recoup from selling the property. While residents of other wards of Minneapolis gain wealth through home ownership, the lack of code enforcement by the City has only resulted in decreasing property values for his home.

IX. Juliee Oden

66. Juliee Oden has owned her home in North Minneapolis since January 2003. Since then, Ms. Oden has worked two jobs (an office job and an evening job cleaning houses) for up to 15 hours per day, to improve her beautiful home in North Minneapolis.

Despite the renovations she has made over her twenty years of home ownership, tumult in the neighborhood has proved troubling. In summer 2020, the crack of bullets regularly pierced the air and her neighbor's car was struck with a bullet through the car trunk and back seat before lodging in the dash. After finding empty shell casings in her front yard, Ms. Oden took matters into her own hands and installed a bulletproof barrier behind her headboard to protect herself in her street-facing bedroom.

67. Ms. Oden's concerns in her neighborhood have been exacerbated by rental properties. She made 311 complaints from 2004 until 2020—inevitably facing burnout from inaction by the City and now only resorting to 911 calls when dangerous scenarios arise, knowing 311 calls will not result in solutions. The first rental property that posed issues was known as the Beehive, located at 1522 Hillside Avenue North. A formerly large single-family home that had been partitioned into six to eight units, Ms. Oden did not notice the house upon move-in because it was winter; she would not overlook it for long. Soon after, she witnessed it was host to gang parties, fights, stabbings, prostitution, and drug dealing—with cars constantly coming and going. The tenants were largely just out of shelters and the landlord was actively recruiting for mid-transition tenants. Seven neighbors, including Ms. Oden, regularly called 311 with no resulting change. After changing ownership several times and nearly a decade of problems after she purchased her home, the house was finally condemned and renovated as part of HGTV's "Rehab Addict" show and is no longer a rental property.

68. Yet, problems persist today with other rental properties, including 2015 North Irving Avenue, a nearby duplex on a main corner in North Minneapolis and shown

in Exhibit 14. Two men recently shot themselves in the stomach in the house.⁷ In 2012, Ms. Oden believed neighbors had some traction when a detective was investigating prostitution at the rental house but nothing substantive occurred to the house. (Separately, Mr. Samuels has also complained about the house consistently for 27 years.) Despite the issues, the landlord retains a Tier 1 rental license, and Ms. Oden is particularly irked that the home is owned by a landlord who lives in their neighborhood. While she works two jobs to maintain her home, the City has allowed landlords—both national out-of-state companies and individuals residing in North Minneapolis—to reap the benefits of rental payments and property depreciation tax windfalls, while allowing their decrepit rental units to place a sag on her home and the entire neighborhood.

⁷ CBS WCCO Staff, *Police: 2 men injured in north Minneapolis shooting*, WCCO NEWS (Aug. 25, 2023), <https://www.cbsnews.com/minnesota/news/police-several-injured-in-north-minneapolis-shooting/>.

Exhibit 14: A problem rental house at 2015 North Irving Avenue for which Ms. Oden and neighbors have complained for over 20 years.



COUNT I

(Violation of the Minnesota Human Rights Act, Minn. Stat. § 363A.12, Subd. 1.)

69. Plaintiffs restate and re-allege the foregoing Paragraphs as if fully set forth herein.

70. The MHRA prohibits discrimination against any person for the full utilization of or benefit from any public service because of race or color. Minn. Stat. § 363A.12, subd. 1. Public service is defined as “any public facility, department, agency, board or commission, owned, operated or managed by or on behalf of the state of Minnesota, or any subdivision thereof, including any county, city, town, township, or independent district in the state.” Minn. Stat. § 363A.03, Subd. 35. The City of Minneapolis Regulatory Services Department and its Inspection Services Division is a public service of a subdivision of the state of Minnesota.

71. The large gap in Code complaints per capita in northern and southern Minneapolis is the direct result of two related City policies: (1) the City assigns Code enforcers in proportion to population rather than in proportion to the number of Code complaints, and (2) the City is not enforcing the Code as vigorously in North Minneapolis as in the City’s other wards.

72. North Minneapolis residents experience a far higher rate of Code complaints per capita than their south Minneapolis peers. Despite this disparity, the City elects to assign equal housing enforcement resources to both communities. By doing so, residents of color in North Minneapolis are discriminated against and not able to fully utilize or benefit from the City’s Inspection Services. City data purports that resolution rates in

North Minneapolis and south Minneapolis are roughly equivalent. For this to be possible, North Minneapolis Code enforcers would have to be nine times more effective in resolving housing complaints than those enforcers assigned to south Minneapolis. In reality, residents of North Minneapolis frequently report that their Code complaints go unaddressed or are marked “resolved” without a true resolution to the reported issue.

73. The City’s policy of assigning Code enforcers to City wards based on population rather than the number of Code complaints means that Code enforcers assigned to North Minneapolis lack the capacity to thoroughly investigate reported Code complaints and provide continued oversight to ensure their resolution. As such, the City fails to enforce the Code as vigorously in North Minneapolis, where more than 70% of tenants are persons of color, as it does in the City’s other wards. This creates a vicious circle where unaddressed or unresolved Code complaints lead to deteriorating conditions for residents of color and tenants of color leading to weaker investment and upkeep and leading to additional Code complaints that further stretch Code enforcers’ finite capacity.

74. Giving south Minneapolis communities a higher ratio of Code enforcers relative to their wards’ number of Code complaints comes with the clear and obvious effect of further widening the already vast disparities between north and south Minneapolis. The Code’s stated purpose is to “protect the public health, safety and welfare.” Minneapolis Code of Ordinances §§ 244.20. This purpose is clearly better achieved by distributing the City’s finite Code enforcement resources on an as-needed basis. The City policy prioritizes the well-being of the affluent and whiter wards of south Minneapolis over the lower-

income and blacker wards of North Minneapolis, thus discriminating by race and color for the full utilization or benefit of the Inspection Services' public service.

75. The City's unequitable policies continue to exacerbate the disparity between north and south Minneapolis, and as result, the Plaintiffs have suffered, and continue to suffer, damages related to decreased property values, a lower quality of life, and, for Plaintiff Debra Wagner, loss of housing sales and profits in her position as a realtor. The City's failure (1) to assign Code enforcers in proportion to the number of Code complaints and (2) to vigorously enforce the Code in North Minneapolis has proximately caused the continued degradation of communities in North Minneapolis and, by extension, the damages caused to the Plaintiffs.

COUNT II

(Breach of Duty under Minneapolis Code of Ordinances §§ 244.1820 and 244.260)

76. Plaintiffs restate and re-allege the foregoing Paragraphs as if fully set forth herein.

77. The Minneapolis Code of Ordinances specifically prohibits abusive landlord practices. The Code states:

The provisions of this article shall apply to all rental dwellings and dwelling units, **including rented single-family dwellings and rented dwelling units in owner-occupied dwellings**, as well as to rented condominiums, rented townhouses and leasehold cooperative dwelling units, as those terms are defined in Minn. Statutes Section 273.124, Subd. 6, Minnesota Statutes, Chapter 515A, Minnesota law and this Code.

Any person operating a short-term rental dwelling unit, regardless of whether the unit is rented or booked through the

services of a short-term rental hosting platform pursuant to Chapter 351, **shall comply with all applicable laws as well as the requirements of this article and the housing maintenance code**, unless compliance is exempted or modified by order of the director of regulatory services. All such persons shall also, in the course of the operation of any short-term rental dwelling unit, comply with any applicable civil rights ordinance, law or rule prohibiting acts of discrimination related to real estate, housing, public accommodation or other applicable subject.

Minneapolis Code of Ordinances § 244.1820(a)-(b) (emphasis added).

78. The Code also states:

No person shall occupy as owner-occupant or let or allow another to occupy any dwelling, dwelling unit or other structure for the purpose of living, sleeping, cooking or eating therein which does not comply with the requirements set forth in this article.

Minneapolis Code of Ordinances § 244.260.

79. In terms of landlord licensing procedures, the Code is very explicit as to the required standards for licensing for landlords owning rental properties. Specifically, the Code states, in relevant part:

The following minimum standards and conditions **shall be met** in order to hold a rental dwelling license under this article. **Failure to comply with any of these standards and conditions shall be adequate grounds for the denial, refusal to renew, revocation, or suspension of a rental dwelling license or provisional license, or for the imposition of reasonable conditions or restrictions upon such a license** pursuant to section 259.165, in addition to any other remedy available at equity or law, including but not limited to escalating administrative fines.

...

(3) No rental dwelling or rental dwelling unit shall be over occupied or **illegally occupied in violation of the Zoning Code or the Housing Maintenance Code.**

...

(5) **The owner shall not suffer or allow weeds, vegetation, junk, debris, or rubbish to accumulate repeatedly on the exterior of the premises** so as to create a nuisance condition under section 227.90 of this Code. If the city is required to abate such nuisance conditions under section 227.100 or collect, gather up or haul solid waste under section 225.690 more than three (3) times under either or both sections during a period of twenty-four (24) months or less, it shall be sufficient grounds to deny, revoke, suspend or refuse to renew a license.

(6) **The rental dwelling or any rental dwelling unit therein shall not be in substandard condition,** as defined in section 244.1920.

...

(14) No new rental dwelling license shall be issued for the property during the pendency of adverse license action initiated pursuant to section 244.1940.

...

(18) The owner, where the owner pays the water bill for a rental dwelling, shall not allow the water to be shut off for non-payment. If water to a rental dwelling has been turned off, for lack of payment by the owner it shall be sufficient grounds to deny, revoke, suspend or refuse to renew a license or provisional license.

(19) The provisions of this section are not exclusive. Adverse license action inclusive of, but not limited to, revocation, may be based upon good cause at any time upon proper notice and hearing. This section shall not preclude the enforcement of any other provisions of this Code or state and federal laws and regulations.

...

(22) The owner or licensee shall not be in violation of section 225.780, which requires every owner of a building containing two (2) or more dwelling units to provide for recycling services.

...

(24) An owner shall not have any violations of chapter 240 [which relates to regulations connecting with preventing lead poisoning] of this Code.

Minneapolis, Minnesota Code of Ordinances § 244.1910 (emphasis added).

80. The maintenance code further specifies standards for habitable living including:

In all existing dwellings now or hereafter supplied with electric service, every habitable room with one hundred twenty (120) square feet of floor space or less shall be provided with two (2) separate floor or wall type duplex electric convenience outlets, and an additional duplex electric convenience outlet shall be required for each additional eighty (80) square feet, or fraction thereof, of floor space. . . . All general use cellar or basement areas shall be provided with sufficient artificial light so as to provide one footcandle of light at all floor areas. All electric outlets and fixtures shall be installed, maintained and energized by a source of electric power in a manner complying with the city electrical code applicable now or at the time such outlets or fixtures were or are installed. **The electric service and all wiring shall be maintained in good condition and used in a safe manner.** All hazardous wiring and all disconnected, exposed wiring shall be removed. . . .

Minneapolis, Minnesota Code of Ordinances § 244.420 (emphasis added).

All exterior surfaces shall be of a material manufactured or processed specifically for use in such a weather-exposed location, including redwood and other naturally suitable materials, and **every exterior wall, chimney, foundation and roof shall be reasonably weathertight, watertight and rodentproof**; and shall be kept in a professional state of maintenance and repair. Exterior walls shall be maintained and kept free from dilapidation by cracks, tears or breaks or from deteriorated plaster, stucco, brick, wood or other material that is extensive and gives evidence of long neglect. Exterior surfaces and surface coverings, such as but not limited to wood, cellulose insulation, and paper, paint, and other wall coverings, including paper-faced

gypsum board, shall have no signs of visible mold growth or chronic or persistent excessive dampness or moisture.

Minneapolis, Minnesota Code of Ordinances § 244.500 (emphasis added).

Every interior partition, wall, floor, door, window, trim surface, radiator and ceiling shall be kept in a professional state of repair. In other than owner-occupied dwellings such interior partitions, walls and ceilings shall be provided with an interior finish material specifically manufactured for, and intended to be used as, an interior finished surface. . . . Interior surfaces and surface coverings, such as but not limited to carpet, wood, cellulose insulation, and paper, paint, and other wall coverings, including paper-faced gypsum board, shall have no signs of visible mold growth or chronic or persistent excessive dampness or moisture. **Building material that is discolored or deteriorated by mold or mildew or causes a moldy or earthy odor shall be cleaned, dried, and repaired. Structurally unsound material shall be removed and replaced. The underlying cause of excessive dampness or moisture, or moldy or earthy odor, shall be investigated and corrected.**

Minneapolis, Minnesota Code of Ordinances § 244.510 (emphasis added).

Every window, exterior door and basement hatchway shall be reasonably weathertight, watertight and rodentproof; and shall be kept in a professional state of maintenance and repair.

Minneapolis, Minnesota Code of Ordinances § 244.530 (emphasis added).

Every inside and all outside stairways, every porch and every appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the load that normal use may cause to be placed thereon; and shall be kept in a professional state of maintenance and repair.

Minneapolis, Minnesota Code of Ordinances § 244.550 (emphasis added).

Every supplied plumbing fixture and all water and waste pipes shall be installed in a nonhazardous manner and **maintained free from defects, leaks or obstructions.**

Minneapolis, Minnesota Code of Ordinances § 244.560 (emphasis added).

Every owner of a dwelling containing two (2) or more dwelling units shall be responsible for the extermination of insects, rodents, vermin or other pests on the premises. Whenever infestation exists in any dwelling,

or in the shared or public parts of any building containing two (2) or more dwelling units, extermination thereof shall be the responsibility of the owner.

Minneapolis, Minnesota Code of Ordinances § 244.600 (emphasis added).

81. Lastly, on the topic of suspending, denying, revoking, and renewing rental licenses, the Code states:

If after any period for compliance under section 244.1930 has expired, the director determines that **the dwelling fails to comply with any of the licensing standards** in sections 244.1910 or 244.1920, or the director has initiated an action to deny, revoke, suspend, or not renew a license pursuant to section 244.2020, or if the director determines that a building or dwelling unit fails to meet licensing standards 244.1910(2), (3), (4), (13)(a), (18) or (21), for a second time, under the same owner/licensee, **the director shall mail the owner and the person designated by the owner as the person responsible for the maintenance and management of the building or dwelling unit, a notice of denial, non-renewal, revocation, or suspension of the license** or provisional license.

Minneapolis, Minnesota Code of Ordinances § 244.1940 (emphasis added).

82. These Code provisions lay out clear and explicit standards for housing, and specifically rental housing, in the City of Minneapolis. These provisions also demonstrate that the City has an affirmative duty to enforce the Code and, in doing so, has the power to inspect properties and suspend, revoke, deny, or decline to renew rental licenses. Providing persuasive authority, the Minnesota Court of Appeals has also found that the City has an affirmative duty to enforce the housing code, particularly on behalf of tenants in rental properties run by abusive landlords. *See Marable v. City of Minneapolis*, 2020 Minn. App. Unpub. LEXIS 391, at *20 (Minn. Ct. App. May 11, 2020) (“Minneapolis . . . is the ‘local authority charged with enforcing’ the municipal housing-maintenance code as contemplated under Minn. Stat. § 504B.185”).

83. As a direct and proximate result of Defendant's foregoing breach of its duty to enforce the Code, Plaintiffs have suffered, and continue to suffer, damages related to decreased property values, a lower quality of life, and, for Plaintiff Debra Wagner, loss of housing sales and profits in her position as a realtor.

COUNT III

(Breach of Duty under Minn. Stat. § 8.31, Subd. 1)

84. Plaintiffs restate and re-allege the foregoing Paragraphs as if fully set forth herein.

85. Minn. Stat. § 8.31, subd. 1 requires the attorney general to “investigate violations of the law of [Minnesota] respecting unfair, discriminatory, and other unlawful practices in business, commerce, or trade.” Minn. Stat. § 8.31, subd. 3a allows persons harmed by violations under Subd. 1 to “bring a civil action and recover damages, together with costs and disbursements, including costs of investigation and reasonable attorney’s fees, and receive other equitable relief as determined by the court.”

86. Defendant's breach of its duty to enforce the Code is an unfair and discriminatory practice in violation of Minnesota law governing business and commerce. Leased housing is within the scope of Minn. Stat. § 8.31, subd. 1. *Love v. Amsler*, 441 N.W.2d 555, 558 (1989). The Plaintiffs have suffered damages resulting from the City's violation of their obligations under the Code relating to leased housing and, as such, may bring a civil action pursuant to Minn. Stat. § 8.31, subd. 3a.

COUNT IV

(Breach of Duty of Equal Protection under Minn. Const., Art. I, § 2)

87. The Plaintiffs restate and re-allege the foregoing Paragraphs as if fully set forth herein.

88. For purposes of the Plaintiffs' claims, white and black Minneapolis residents are similarly situated.

89. The City's policy of assigning Code enforcers to City wards based on population rather than the number of Code complaints means that the wards with fewer BIPOC renters are given a disproportionate share of Code enforcement resources relative to the North Minneapolis wards with a far greater percentage of BIPOC renters, discriminating on the basis of race in violation of the Plaintiffs' equal protection rights under Article I, Section 2 of the Minnesota Constitution.

90. The Defendant has breached its duty to provide equal protection under the law.

91. The Plaintiffs are entitled to a declaration that the Defendant has violated the Minnesota Constitution.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Arianna Anderson, Shanika Henderson, Daron Holloway, Brianna Lofton, Chase McKay, John Doe, Dennis Wagner, Debra Wagner, Donald Samuels, and Juliee Oden pray for the entry of judgment in their favor and against Defendant the City of Minneapolis as follows:

1. For injunctive relief requiring the City of Minneapolis to abide by its duty to enforce the Minneapolis Housing Code;
2. For a declaratory judgment that the City, in failing to enforce its housing code, has violated the Minnesota Human Rights Act;
3. For Plaintiffs' costs, disbursements, and attorney's fees as allowed by law;
4. For trial by jury on all issues so triable; and
5. For such further and other relief as the Court deems fit.

Dated: October 24, 2023

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By: /s/ Ben D. Kappelman

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Juliee Oden*

ACKNOWLEDGMENT REGARDING SANCTIONS

Pursuant to Minn. Stat. § 549.211, subd. 1, the undersigned acknowledges that non-monetary sanctions and monetary sanctions, such as costs, disbursements, and reasonable attorney and witness fees, may be imposed under Minn. Stat. § 549.211, subd. 3.

Dated: October 24, 2023

By /s/ Ben D. Kappelman
Ben D. Kappelman