

Harassment is defined as conduct that is pervasive and repetitive. I have been a victim of administrative, economic and legal harassment by Homes of America for the last year. Since April 2024, they have taken my monthly rent and utility payment and applied it to alleged fees, even though my check memos specifically state what the payment is for. Therefore, appearing I am in arrears with my rent and utilities, which then leads to a three day pay or quit notice and subsequently a court date. I have questioned the added fees with multiple managers. We are on manager number four this year and they all give conflicting information. I've asked repeatedly for the regional manager only known as "Sydney" to call, email, or text me to discuss this and I am told they will forward my message to her. However, she never contacts me. When I've asked for her contact information, I do not even receive a reply.

In April 2024, manager Jim Comer states in a letter that I owed \$2095.65 plus \$290 late fees for utilities from May 1, 2023 to April 1, 2024. I informed him the previous manager Steph Munos had never mentioned to me that I had an outstanding balance. In fact, I have a message dated June 12, 2023 where she states we were current and actually a \$1.46 credit. He told me that it didn't matter what she said because she is no longer the manager. Jim said his supervisor gave him permission to allow me sign a three month repayment plan for May, June and July to avoid legal action. Out of fear of being evicted and him disregarding any discussion, I signed it. I was never provided with a copy of my actual utility bills for those months in question.

Somewhere between April and May Jim Comer either quit or was fired. Later, I was told by new manager Courtney Gray that he was no longer there because he was too lenient on renters. May 2024, I paid my rent and utilities and number one of Jim Comer's agreement. The next week I received a three day payer quit on my door. I contacted Courtney Gray and informed her of the payment agreement. Courtney told me that she spoke to her manager Sydney, and was told to not process my payments because she did not give Jim authorization to make that agreement with me. I was told I needed to pay in full or eviction proceedings would continue. I asked Courtney for a ledger that showed what I owed. She provided me with a ledger, which showed I only paid \$410.09 in March and nothing in April or May. I showed her copies of all of my cashed checks for March April and May, which weren't showing as applied on my ledger. She said the ledger information was from before she was there and wasn't sure but would forward my message and concerns to Sydney. I show up for my court date and was met by Courtney in the hall. She said "didn't anyone tell you you didn't have to come today? We took you off the docket so just proceed with the payment agreement." The one they originally stated was invalid. They also cashed my checks they stated they would not accept a few days before canceling my court date.

In June 2024, I paid the rent and utilities and had asked Courtney if I could pay my second payment agreement in the middle of the month because it is a lot to come up with all at once and I still have children at home I support. Again, I was informed my payment will not accepted. Three day eviction notice given, followed by another court date. I paid my second payment agreement before the scheduled court date, but court was not canceled. I told Judge Mattson, my rent and utilities were paid and cashed by Homes of America and did not feel I should be in court. I also told him that I had asked management to pay my second payment agreement later in the month, which I did and they still served me a three day pay or quit. He dismissed the case and said my third and final payment agreement could

be July 15 2024.

In July 2024 I paid the rent, utilities and my final payment by July 15. Once again, I received a three day pay or quit, followed by a court date. I emailed the new manager number three Lynn Brown, asking why I got this when I was paid current. My email comes back blocked. I text the after hours cell line stating I'm trying to reach them regarding my payments and the three day payer quit but no response. When I would call the office. It just rang and no voicemail set up to leave a message. I reached out to former manager Courtney and asked how to reach the office. She gave me Mary Stevenson's email. She manages Parkview trailer court. I forwarded the email I sent to Lynn Brown to Mary Stevenson. She tells me I still owe \$47.50 for a late fee and I needed to pay that to take me off the docket. I paid \$50, she emailed me a reply that she applied it and I would be removed from the court docket. I thanked her and reiterated that I was at a \$2.50 credit for a balance. I also asked her for a copy of my utility bills for the months of the payment agreement. I got no response.

In August 2024, I drop off my rent and utilities in the Western Village dropbox on the 3rd. on the 5th I receive a call from Lynn Brown telling me my payment would not be accepted because Sydney added \$465 in lawyer fees on July 31 for July's case which was canceled. She said that Sydney had emailed Mary Stevenson to inform me of the new added fees, but she did not. I told Lynn Brown that Judge Mattson approved my final payment to be made July 15 and it was. The attorney for homes of America. Mr. Kostenko was present and aware of this so paperwork should not have been processed at all. There were no mention of lawyer fees in court. On Aug 6 2024, I gave them my 30 day written notice that I would be removing my home from the park because I felt very targeted and unfairly treated. Yet again, they don't process my August payment so it looks like I didn't pay rent and utilities and they serve me a three day pay quit August 12, knowing full well I am already leaving this toxic community. I can only assume to try and charge me more lawyer fees that are not justified. Along with the three day pay or quit, they attached a ledger showing the added fees. They alsoo logged that my August payment was received on Aug 7th not the 3rd when it was actually dropped it off and charged me a \$50 late fee.

I have the documentaion to support all of the information in this statement. Because of the constant eviction attempts, hours I've missed work, alleged fees, and emotional stress month after month I feel I had no choice but to withdraw money from my 401(k) so that I can move. Funds I worked hard for to retire I have to utilize now because of the unethical and greedy operation of Homes of America. I have lost a lot of unjustified time and money, simply being a good tenant. There are so many people in similar situations with Homes of America without resources for help or that are afraid to speak out for fear of being homeless. I hope my voice encourages others to stand up for themselves and their rights and do the same.

Lisa Bergstad

8-13-2024

1852 16TH ST SW LOT 84

Minot ND 58701