

RE: Formal Notice of Lease Termination - Unit 533 - Addendum with Additional Documentation

1 message

Betty <bettyctai@gmail.com>
To: Edward Hyland <ehyland@kettler.com>
Cc: Carlyle PM <Carlyle.PM@kettler.com>, Edward Hyland <ehyland@kettler.com>, Joran <joranbailey465@gmail.com>

Sat, Dec 6, 2025 at 2:27 PM

Dear Mr. Hyland,

This addendum clarifies a critical misrepresentation in your December 6 response.

Clarification: "Not to Take Action" Claim

You stated I "emailed Djene that Management was NOT to take any action to help mitigate the noise situation."

This is either a deliberate misrepresentation or confusion between two separate issues: external building security issues (VRBO/Airbnb guests, January-June 2025) versus Unit 433 harassment (September-November 2025). I never instructed Kettler not to address the Unit 433 uninhabitable conditions. Please provide the specific date and quote where I told you not to remedy the September 25 documented conditions. It does not exist.

Pattern of Failures - Ten Months

January 2025: Alexandria Police Department Case #25-001792 documented home intrusion at Unit 533. I reported VRBO security threats to Djene (guests testing locks, theft, explosive hazards, threats to rob residents). Djene stated she would forward to upper management. **No action was taken.**

June 2025: I informed Scale AI film crew in writing about "building management neglect and oversight on temporary guests running rampant." I was forced to book an Airbnb in my own building (Unit 147, June 17-19) because my apartment was not suitable due to ongoing security issues among other things. This was four months before you claimed "mid-October" resolution.

September 2025: Formal written notice of Unit 433 uninhabitable conditions.

October-November 2025: Promised removal by October 10 failed. Occupants remained through at least November 2025. I was forced to vacate permanently.

I am terminating my lease effective December 31, 2025 based on constructive eviction beginning June 2025, ten months of documented security failures, police-documented security breach, medical necessity, and Fair Housing Act reasonable accommodation.

I owe no lease break fees, no rent beyond December 31, 2025, and expect full return of security deposit within 45 days.

Please confirm by December 13, 2025 that you accept lease termination effective December 31, 2025 with no fees, penalties, or charges beyond that date.

Sincerely,

Betty Tai
Unit 533, 850 Carlyle Apartments
516-246-0305
bettyctai@gmail.com

Attachments:

- Airbnb booking receipt (June 17-19, 2025)
- Email thread with Djene Moyer (January 5 & 10, 2025)
- Psychiatric provider letter (October 14, 2025)
- Scale AI correspondence (June 12, 2025)

Available upon request:

- Alexandria PD Case #25-001792
- Documentation of Unit 433 continued occupancy

On Sat, Dec 6, 2025 at 1:41 PM Betty <bettyctai@gmail.com> wrote:

Dear Mr. Hyland,

Your December 6 email contains materially false statements that require immediate correction.

You state: "No one has lived underneath since mid-October."

This is categorically false. The occupants in Unit 433 were present and causing disturbances through November 2025. I and my husband was physically residing in Unit 533 until late November 2025 and can personally attest to their continued presence as she was actively causing a disturbance to other neighbors as well.

Additionally, on October 1, 2025, property management informed my husband that the occupants would be removed within "9 more days" (October 10, 2025). This did not happen. The occupants remained in Unit 433 for weeks beyond that date—contradicting both your October timeline promise AND your current claim they left in "mid-October."

I am deeply concerned that Kettler management either:

1. Has no knowledge of who actually occupies units in the building, OR

2. Is intentionally misrepresenting facts to avoid liability, OR

3. Made promises about eviction timelines that were never fulfilled

Any of these scenarios raises serious questions about Kettler's competence and honesty in this matter.

TIMELINE

September 25, 2025: Written notice provided documenting uninhabitable conditions

October 1, 2025: Property management told my husband occupants would be removed in "9 more days" (by October 10)

October 10, 2025: No removal occurred despite management's representation

October 17, 2025: I secured alternative housing due to the severity of the situation

October - November 2025: Problem occupants REMAINED in Unit 433

Late November 2025: I was finally forced to stop residing in the unit due to continued uninhabitable conditions

Your claim that "the situation you describe with noise does not tie together" is false. The occupants were there. The conditions persisted. Your own property management team should know this—they're the ones who promised removal by October 10 and failed to deliver.

You reference a September 25 email where I allegedly told management not to take action. Please provide the exact quote where I instructed Kettler NOT to remedy uninhabitable conditions.

What I actually communicated was documentation of:

\$400,000 in documented damages

Medical crisis requiring psychiatric intervention

Year-long harassment pattern

Request for resolution

At no point did I instruct you to ignore uninhabitable conditions. This mischaracterization is unacceptable.

Under Virginia Code § 55.1-1244.1, a landlord's failure to address uninhabitable conditions within 14 days of written notice gives the tenant the right to remedy or terminate. You received notice September 25, 2025. It is now December 2025—over two months later.

Furthermore:

You promised removal by October 10, 2025 and failed to deliver

You now claim removal happened in "mid-October" (still 3+ weeks after my written notice)

In reality, the occupants remained through November 2025

This constitutes:

1. Constructive eviction (failure to maintain habitable premises)

Breach of implied warranty of habitability

Violation of Fair Housing Act (failure to accommodate disability)

Misrepresentation regarding eviction timeline

Your misrepresentation of basic facts about unit occupancy and removal dates raises serious questions about Kettler's credibility in any dispute.

I am terminating my lease effective December 31, 2025 under constructive eviction and medical necessity. I owe:

\$0 in lease break fees

\$0 in rent beyond December 31, 2025

Full return of security deposit within 45 days

I am notifying you of a legal termination based on your documented failures.

If Kettler refuses to accept this termination, I will:

1. File a Fair Housing complaint with HUD

2. File a formal complaint with the Virginia Real Estate Board regarding property management misconduct

3. Retain legal counsel to pursue civil litigation for damages, including the misrepresentations in your December 6 email and the broken promises regarding occupant removal

4. Request discovery regarding Unit 433's actual occupancy timeline, which will expose the false statements in your email

Please confirm by December 13, 2025 that you accept lease termination effective December 31, 2025 with no fees, penalties, or charges beyond that date.

Sincerely,

Betty Tai

Unit 533, 850 Carlyle Apartments

On Sat, Dec 6, 2025 at 1:29 PM Edward Hyland <ehyland@kettler.com> wrote:

Dear Betty,

Your email has been received and carefully reviewed.

While I certainly understand your description of your current medical situation and also wish you a speedy recovery, there are couple items that need to be shared with you.

1. Residents may not terminate their leases with approval from Management and you are required to provide a 60-day written notice. You have provided us the written notice, but you did not provide 60-days. Attached is the Notice of Acknowledgement Letter regarding your notice.
2. I have attached a Reasonable Modification or Accommodation Form, should you prefer your request to be reviewed with KETTLER counsel. If so, please fill it out and return it as soon as possible. To be upfront, I don't believe your request will be found to be reasonable, since the person that you were complaining about no longer lives underneath you, but we will let you know once a determination is made.
3. No one has lived underneath of since mid-October, so the situation you describe with noise does not tie together – please share more details.
4. You had emailed Djene that Management was NOT to take any action to help mitigate the noise situation. You were subsequently asked by Djene what you wanted her to do. There was no response, so we followed your instructions by not taking any action pending further instructions from you (see email dated September 25th).
5. You do have options.
 - a. You may pay the lease break fee and be rent responsible until 02/01/2026 – without any further liability for **rent** charges past that date.
 - b. OR, you may turn in your keys on December 31st, and we will attempt to rent your apartment. Should we rent your apartment, you would only be responsible for rent up to the date of the new resident moves-in, as we are not permitted to charge double rents. However, this is risky. Currently the market is very soft and it is taking 1-3 months (possibly more) to rent a vacant unit. Therefore, your risk is that you would be responsible for rent for several months as opposed to taking option 1, which has a definite end date. On the other hand, it is possible the apartment is rented quickly. This is a risk that you and your family need to assess and make the final decision.

Please let me know if you have any questions and which option you would like to accept.

We can always schedule a call to discuss as well.

Sincerely,

Edward (Eddy) Hyland CAM, CAPS

Senior Regional Manager

P: 703-641-9000 | C: 301-509-7458

Ehyland@kettler.com | www.kettler.com



KETTLER

8255 Greensboro Drive #200, McLean, VA 22102

From: Carlyle PM <Carlyle.PM@kettler.com>
Sent: Friday, December 5, 2025 7:35 PM
To: Edward Hyland <ehyland@kettler.com>
Subject: FW: Formal Notice of Lease Termination - Unit 533

Hi Eddy,

See attached for the acknowledgement letter for unit 533. The notice is put into Yardi for 02/01/2026, which is 60 days from the date we received her email. Let me know if anything else is needed for this one.

Best regards,

Djene Moyer, ARM®

Community Manager | 800 Carlyle

P: 703.299.7599

carlyle.pm@kettler.com | www.800carlyle.com



KETTLER

800 John Carlyle Street Alexandria, VA 22304

From: Betty <bettyctai@gmail.com>
Sent: Wednesday, December 3, 2025 11:41 PM
To: Carlyle PM <Carlyle.PM@kettler.com>
Cc: Carlyle <Carlyle@kettler.com>; Edward Hyland <ehyland@kettler.com>; Joran <joranbailey465@gmail.com>
Subject: Formal Notice of Lease Termination - Unit 533

Dear Kettler Management,

This email serves as formal notice of immediate lease termination for Unit 533 at 850 Carlyle Apartments, effective December 31, 2025.

I am exercising my right to terminate under Virginia Code § 55.1-1244.1 (constructive eviction due to uninhabitable conditions) and the Fair Housing Act (medical necessity/reasonable accommodation). On September 25, 2025, I provided written notice documenting ongoing disturbances from occupants in a neighboring unit that created uninhabitable conditions affecting my life, health, and safety, and my husband Joran Bailey has had several conversations with Djene since then. Despite this notice, Kettler failed to remedy the situation within the required timeframe. The conditions became so severe that I was forced to secure alternative housing on October 17, 2025, to protect my health, though my belongings remain in the unit.

Attached is a letter dated October 14, 2025, from my treating psychiatric provider documenting my significant mental health decline due to the living situation, confirming that medication alone is insufficient when the environment is the primary source of distress, and strongly recommending immediate relocation. As a person with a disability under the Fair Housing Act, I am requesting reasonable accommodation in the form of immediate lease release without penalty.

Under Virginia law, when uninhabitable conditions seriously affect habitability and the landlord fails to address them after written notice, the tenant may terminate the lease. I will complete my move-out and return keys by December 31, 2025.

I request: (1) immediate release from all lease obligations effective December 31, 2025, (2) return of my security deposit in full within 45 days per Virginia Code § 55.1-1226, (3) waiver of any penalties, (4) neutral landlord reference, and (5) no negative reporting to credit bureaus or tenant screening services.

Please provide written confirmation of lease termination acceptance within 5 business days. I reserve all rights to pursue additional civil remedies for damages caused by the underlying conditions.

A copy of this notice will be also sent to via certified mail:

KETTLER Management, Inc.

Legal Department / Lease Termination
8255 Greensboro Drive, Suite 200
McLean, VA 22102

Sincerely,
Betty Tai (Spouse of Joran Sydney Bailey)
Unit 533, 850 Carlyle Apartments
516-246-0305

On Thu, Sep 25, 2025 at 5:27 PM Betty <bettyctai@gmail.com> wrote:

received 09252025 5:24PM EST.

Thank you for your considerate follow-up; received -- we will provide a full response as soon as we can to answer your questions fully.

eg of one line item of many on our plates:

1. I am are working around the clock to try to salvage my business relationship with employer Mercor/OpenAI and other similar places with zero downtime (min >16 hr days). Likewise, my husband is actively working on ensuring our family's welfare through contingency planning and other fallback measures (to anticipate the very high risk of failure on my end).

with regards,
occupants of apt 533 (850 John Carlyle)

On Thu, Sep 25, 2025 at 2:12 PM Carlyle PM <Carlyle.PM@kettler.com> wrote:

Hello Betty,

Thank you for your email and for letting us know.

This is the first formal complaint we've received from you regarding this matter, and we want to make sure we fully understand your concerns and what you're requesting from us. We take all resident reports seriously, and any action we consider will be handled with discretion and professionalism.

At this time, could you please clarify the specific steps you are asking our team to take? For example: are you requesting mediation or an investigation into noise disturbances? Or is your message simply to document the situation at this time?

We understand from your message that you do not wish for any action to be taken without your explicit consent. Please be assured that no outreach or intervention involving apartment 433 will occur unless we receive clear direction from you.

Once we have more clarity on how you'd like us to proceed, we'll be better positioned to respond appropriately.

Thank you again for bringing this to our attention. We look forward to your response.

Best regards,
Djene Moyer
Community Manager I 800 Carlyle
P: 703.299.7599
carlyle.pm@kettler.com | www.800carlyle.com



From: Betty <bettyctai@gmail.com>
Sent: Thursday, September 25, 2025 3:33 AM
To: Carlyle PM <Carlyle.PM@kettler.com>; Carlyle APM <Carlyle.APM@kettler.com>
Cc: Carlyle <Carlyle@kettler.com>
Subject: Re: forgot to add trespassing attempts 🚫 [Notice #1] [Multiple, Urgent Safety Concerns] MAJOR LOSS OF USE OF APARTMENT et. al.

I forgot adding their attempts at trespassing too, and there's more as well.

On Thu, Sep 25, 2025 at 3:23 AM Betty <bettyctai@gmail.com> wrote:

Notice 1:

Hi,

I and my husband live in apartment no. 533 in 850 Carlyle.

! CRITICAL: Please be very considerate and very careful if you choose to take any action against occupants in apt 433 while we are still living in apt 533: Via email, PLEASE ask both of us for our consent explicitly and work with us before taking action on this delicate matter re: apt 433.

! CRITICAL: Currently, both of us DO NOT have time for a sit-down discussion because we are extremely busy making the time-consuming preparations to extract and remove ourselves safely from the hostile, unsafe environment -- namely, apt 533.

With extreme regularity, incessantly and nearly 24/7, the occupants in apartment 433 have been so disruptive and their behaviors directly resulted in my loss of my employment in July 2025. The remote job that I lost directly tied to the interference from apt 433 previously paid \$162.5K+bonus.

Recently, I had to sign a lease for a private office at Cowo & Creche (veteran owned wework) that includes a space for my spouse.

I am anticipating a second, remote loss of employment (\$120 per hour/\$250K per annum) due to the same issue despite notification of major safety issues with the occupants of 433 and attempts to secure safe housing to my employer.

The interference is so egregious and disruptive that it is very difficult to take care of our own needs, much less anything above that.

- The interfering issues are as follows (just to name three out of many):
- I am working with my physician who is very concerned about my declining health to prepare a letter citing numerous hostile home environment conditions and disturbances constructive of immediate termination and release of the lease.
 - Essentially, my physician will be recommending emergency release from living here because he is concerned about my safety.
 - Continued behaviors from occupants from apt 433 may result in my requiring emergency care if this issue is not taken care of in a timely manner.
 - Banging on the ceiling so hard it sounds rapid gunshots for 10 minutes at a time when we use the toilet, drop a fork accidentally, etc.
 - Yelling obscenities of "Shut the F- Up" because or to "F-ing" and many others that specifically name the self-care habit either I or my husband performed to take care of ourselves and explicitly naming our apartment number.
 - self-care habits include: brushing teeth, eating, typing on a quiet keyboard, peeing, washing ourselves, whispering, gasping, quietly crying, etc.

One example of many --

Because the content of the obscenities reflects thorough knowledge, deep awareness and recognition of our living patterns re: our daily living habits pertaining to my husband and I, we do NOT feel safe in interacting with the occupants of apt 433 in any way beyond the current situation.

Second, my friend is taking care of my dog (emotional support animal) in the meantime to ensure that my dog is safe and in good health.


In the same vein, we do not wish to involve police or external enforcement in the **very likely event** it makes the living situation even worse than what it is now.


Best regards,


Betty Tai, Spouse of Joran Bailey


Apt 533 of 850 Carlyle

4 attachments

 **Airbnb booking receipt.pdf**
491K

 **Email thread with Djene Moyer .pdf**
363K

 **BET_TAI (Psychiatric provider letter).pdf**
93K

 **Scale AI correspondence.pdf**
2950K