

Formal Notice of Lease Termination - Unit 533

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 1:41 PM

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)
2. Breach of implied warranty of habitability
3. Violation of Fair Housing Act (failure to accommodate disability)
4. 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

516-246-0305

bettyctai@gmail.com

[Quoted text hidden]