

Subject: Re: Demand for Return of Security Deposit and Relocation Assistance – Khuddush Abdul
Date: Tuesday, May 20, 2025 at 1:28:43 PM Pacific Daylight Time
From: Abdul <abdul.ba@aol.com>
To: Chrystal Reyes <chrystal@mylegalcoach.org>, Chung-Jen Ho <chungjenho@gmail.com>
CC: happyearth2012@gmail.com <happyearth2012@gmail.com>, Angelo Vargas <angelo@mylegalcoach.org>, John Iaccarino <john@iaccarinolaw.com>, Cesar R. Gomez, JD <cesar@mylegalcoach.org>, Mo Kashef <mo@iaccarinolawgroup.com>
Attachments: image.png

Dear Mr. Chungjen Ho,

I respectfully disagree with all your false claims once again. I do not see your notice is in compliance but still co-operated to resolve it peacefully observing health issues due to continued refusal to address habitability issues. I sent you emails on 21st, 24th of Jan 2025 with the planned move-out schedule and flexibility. I had not received the payment even after that.

We had reduced the amount in second demand letter for a good faith settlement. I stick to the demand as outlined in the letter and prepared to start claim process anytime after May 27th.

Regards,
Abdul

On Monday, May 19, 2025 at 07:34:35 PM PDT, Chung-Jen Ho <chungjenho@gmail.com> wrote:

Dear Mr. Iaccarino,

Thank you for your letter dated May 19, 2025, regarding Mr. Abdul's claims.

I want to reiterate that the 60-day **Notice of Termination of Tenancy Due to Substantial Remodel** was lawfully served on **November 26, 2024**, in compliance with California Civil Code § 1946.2(d). The notice clearly specified a **move-out date of January 26, 2025**. Mr. Abdul did not vacate the unit by that date. As such, **the requirement to provide relocation assistance was voided** under the statute.

Additionally, the **Itemized Security Deposit Deduction Letter** was mailed to Mr. Abdul on **February 5, 2025**—within 10 days of when possession of the unit was recovered, and in good faith. Attempts to deliver the refund check for relocation assistance were also made via **two certified USPS mailings**, both of which were rejected.

While I continue to believe the deductions were reasonable and legally justified, in the interest of resolving this matter without further conflict or expense to either party, I am making a **final good-faith settlement offer of \$1,125**, representing half of the original deposit.

This offer is made without any admission of wrongdoing and includes:

- \$160 for two days of prorated rent due to late key return

- \$965 for shared responsibility toward floor repairs

If Mr. Abdul accepts this offer, I will prepare a short mutual release agreement to resolve all claims related to this tenancy. This offer remains open until **Friday, May 31, 2025, at 5:00 PM PDT**.

If I do not hear back by that time, I will consider the matter closed and will respond accordingly if legal action is filed.

Sincerely,
Chungjen Ho

On Mon, May 19, 2025 at 3:40 PM Chrystal Reyes <chrystal@mylegalcoach.org> wrote:

May 19, 2025

VIA CERTIFIED MAIL & EMAIL

Sarah Ho & Chungjen Ho
happyearth2012@gmail.com
chungjenho@gmail.com

Property Address:

1678 HARRISON STREET APT A
Santa Clara CA 95050

Mailing Address:

12696 LA CRESTA DR
LOS ALTOS HILLS, CA 94022

Subject: Demand for Return of Security Deposit and Relocation Assistance – Khuddush Abdul

Our firm represents Khuddush Abdul, your former tenant at 1678 Harrison Street, Unit A, Santa Clara, CA 95050. This letter serves as a **second and final formal demand** for a good-faith settlement of the following:

Full return of Mr. Abdul's \$2,250 security deposit
Relocation assistance in the amount of \$2,250 under Civil Code § 1946.2
Compensation of \$2,250 for wrongful eviction and emotional distress due to retaliatory conduct

In total, Mr. Abdul is prepared to accept **\$6,750** to resolve all claims and avoid litigation.

Background

Mr. Abdul vacated the premises on January 31, 2025, returned the keys promptly, and left the unit clean and undamaged. He provided you with move-out photographs that are time-stamped and show no damage to the flooring or other areas. Mr. Abdul sent you multiple email reminders 21 days after vacating the property for which you had not responded until he reached our law office for assistance upon learning about the wrongful eviction case. Your deduction letter dated February 5, 2025 — received over 45 days after move-out — claimed damages of \$2,400, without providing any receipts, invoices, or contractor documentation. These deductions were issued only after Mr. Abdul challenged your wrongful eviction filing.

Legal Violations

1. Bad Faith Retention of Security Deposit (Civil Code § 1950.5(l))

California law requires deductions from a security deposit to be reasonable, timely, and supported by documentation. Your failure to produce proper evidence or respond to pre-move-out inspection requests, combined with the excessive and delayed deductions, supports a claim of bad faith. Mr. Abdul is entitled to:

- Return of the \$2,250 deposit
- Statutory damages of up to twice that amount (\$4,500)

2. Retaliatory Conduct (Civil Code § 1942.5)

Your filing of a baseless eviction action and subsequent withholding of funds following Mr. Abdul's exercise of his legal rights — such as requesting repairs and contesting the termination — constitute retaliatory behavior under Civil Code § 1942.5. This entitles our client to:

- Civil penalties of up to \$2,000

3. Violation of Tenant Protection Act (AB 1482) – Failure to Provide Relocation Assistance (Civil Code § 1946.2(d))

You served multiple Notices of Termination, including one dated November 27, 2024,

under the pretense of “substantial renovation,” a no-fault just cause under AB 1482. Mr. Abdul vacated in good faith but was never issued the required one-month relocation assistance. This is a direct violation of California law.

Final Settlement Offer

To avoid litigation, Mr. Abdul is willing to accept a one-time payment of **\$6,750**, which includes:

- \$2,250 – Return of security deposit
- \$2,250 – Relocation assistance
- \$2,250 – Compensation for wrongful eviction and retaliatory conduct

In exchange, Mr. Abdul will:

- Waive all further claims, including statutory damages and penalties
- Refrain from filing any legal action
- Execute a mutual release of all claims

Deadline for Response

This offer is open for **7 calendar days**. If we do not receive full payment of **\$6,750** and written confirmation of settlement by **Monday, May 26, 2025, at 5:00 PM (PDT)**, we will proceed with legal action without further notice.

Consequences of Noncompliance

If this matter is not resolved by the above deadline, we are prepared to pursue the following claims in small claims or civil court:

- \$2,250** – Return of security deposit
- \$2,250** – Relocation assistance under Civil Code § 1946.2
- \$4,500** – Statutory damages under Civil Code § 1950.5(l)
- \$2,000** – Civil penalties under Civil Code § 1942.5

Total Claim: \$11,000

We strongly encourage you to resolve this matter immediately. Payment may be made by cashier's check or via Zelle. Please reply in writing to confirm your acceptance of this offer.

Sincerely,

-SENT BY-

Chrystal Reyes
Legal Assistant
Iaccarino Law Group
<https://iaccarinolawgroup.com/>