

Re: December Rent Refund and January Rent Update

From: AbdulK (abdul.ba@aol.com)

To: shinestage@gmail.com; chungjenho@gmail.com; happyearth2012@gmail.com

Date: Saturday, February 1, 2025 at 11:45 AM PST

As no one attended the walkthrough on Jan 31st, we gave the keys to tenants in Apt B. We kept the apt clean and best possible way and no damages from our side other than normal wear and already reported findings.

Apt is checked fully out and cleaning crew cleaned it before we handed over the keys. I have taken the pictures for ref. There are plantation pots outside which we will transport after the rain stop. As a complementary, I can stop by on Thursday to put the trash cans out for the pickup.

Thank you for renting your apt. We are thankful to you.

I haven't received the relocation amount yet and a month deposit.

As I do not have your mailing address, we will write/deliver to: 1678 Harrison St. Apt A Santa Clara CA 95050 if needed.

Thank you once again from me and my family.

On January 27, 2025 6:07:22 PM UTC, Abdul <abdul.ba@aol.com> wrote:

I haven't received relocation assistance and so didn't confirm as it involves extra payment due to early move. We continue to focus on our move as per schedule I had provided.

Please note our move involve lot of inconvenience to haul our stuff to a temporary location and short term living before settling down. We took these steps assuming relocation assistance offered to resolve our disagreements peacefully in spite we continue to see the notice as illegal and continued harassment. I also need to focus on my family member medical needs and so do not want a continued to un-fruitful argument.

This is the best I can do from my end.

We took the steps considering health impact in mind due to prolonged exposure to insects, mold/ fungi due to poor weather sealing in the structure and ongoing rodent activity and assuming you will address all issues as part of your remodel. However, I do not see you are willing to provide relocation with some flexibility and resolving the issues to make it habitable for the next tenant is questionable.

I need to hear a couple of things from you:

1. Please acknowledge that you will address the all the reported issues with required further inspections and fixes to make it habitable to the future tenant with a clearance report send to us over email.

2. Your mailing address with DL copy to send the notices if necessary.

This is required as you have denied the relocation assistance and we have our deposit with you.

If answer to any of the above are not satisfactory, we will act upon legal advice.

Thank you,
Abdul

On Sunday, January 26, 2025 at 09:38:28 PM PST, Happy Hiker <shinestage@gmail.com> wrote:

Dear Abdul,

Could you please confirm if you have already moved out today? Is the unit empty and ready for the walkthrough tomorrow? If it is vacant, we can meet tomorrow to return the keys and finalize the payment.

Please let me know how you would like to proceed.

Best regards,
Sarah

On Sun, Jan 26, 2025 at 8:43 AM AbdulK <abdul.ba@aol.com> wrote:

The new location is open to move a little ahead. I can confirm with them, if you can settle the payment by EoD.

On January 26, 2025 4:33:09 AM UTC, Happy Hiker <shinestage@gmail.com> wrote:

Dear Abdul,

Thank you for your email. As stated in the Notice of Termination of Tenancy Due to Substantial Remodel served on November 26, 2024, your move-out date is January 26, 2025. Please note that this deadline is in accordance with the 60-day notice and must be adhered to as part of the relocation process.

Thank you for your cooperation.

Best regards,

Sarah

On Fri, Jan 24, 2025 at 6:55 PM Abdul <abdul.ba@aol.com> wrote:

Hi Ryan / Sarah,

I haven't got any response yet to my email. I had provided my Zelle number (is my phone number and the same is where I have been sending you the rent) in the past and continue to be the same.

We are making arrangements to move out on Jan 31st 2025, EoD either temporarily

OR to a new long term place based on our ability to secure the lease. You can let us know with update on your substantial renovation progress to re-occupy, if the terms work for both of us. I assume you will address the issues for safe re-occupancy.

I invite you inspect the home on-or before 29th Jan for any findings to be addressed with a 48 hrs heads-up to be available. The final walkthrough will be on the evening of Jan 31st.

Thank you,
Abdul

On Tuesday, January 21, 2025 at 06:52:25 PM PST, Abdul <abdul.ba@aol.com> wrote:

Hi Ryan,

I have not got any response from you on any of the issues other than continuous attempts to terminate the lease illegally. You haven't taken any reasonable steps yet to resolve the issues with good faith. It has reach to a point that even managing the mold and rodents is not an option other than finding a permanent solution to fix it. We managed the warmer days somewhat with cleanups and ventilations, but in cold and moist days, it is unmanageable. This week, I tried to cleanup and fell sick.

Moreover, when I was away from home in the past couple of weeks to take care of my family member for medical attention, I heard my wife and kids reported that there were door knocks with no reply. They were terrified. It may be you or not but looking at email chains, it might be you.

If you are not willing to resolve the issue but chose to continuously harass us with lease terminations, at this point, I do not like to make it worse. However, there is no way I can agree to rent increments without resolution to all the major issues.

I ask one more time about your schedule to resolve the issues as the next renewal discussion is less than 6 months. If not willing, I can think of alternative ways to move out (either temporarily OR forever). As always, I prefer to be thankful and deal the situation with patience rather than making it worse.

As far as rental payment is concerned, we go by ethics above respecting all the laws of the land and so never intended to reduce or stop payment regardless of the issues. However, I needed to take the decision and I do not see a continued stay with payment with no willingness to resolve the issue from your end is not a viable option.

As we see potential health issues due to the exposure, I'll start looking out for other options. As you have asked us to move out Jan 26th in retaliation, we do not think we should continue our rental relationship like this forever. I'll look out for possible options to end this unproductive discussion.

As of now, I like to schedule Jan 29th for an inspection while I sincerely explore the possible options with rights to extend as I do not have signed any new lease at this point. As we do not have caused any damages, I do not see we need substantial time to address any findings.

None of the options above is a waiver to exercise a legal option, if needed from my end by consulting my legal rep. However, I respect our rental relationship and avoid taking the steps that compromise our ethics or unwanted to trouble to any.

I look forward for your co-operation for a continued stay with fixes in response OR patience to end the rental relationship in coming weeks after waiting to hear from one last time.

Please note that our actions are in response to our ignored requests and retaliation rather than our willingness to move out. Regardless, if that brings peace in our lives, I follow that path.

Thank you,

On Friday, December 20, 2024 at 07:18:34 PM PST, Chung-Jen Ho <chungjenho@gmail.com> wrote:

Dear Abdul,

I am writing to follow up on Sarah's previous email regarding the relocation assistance as part of the NOTICE OF TERMINATION OF TENANCY DUE TO SUBSTANTIAL REMODEL served on November 26, 2024.

As mentioned:

Refund for the last 5 days of December rent: we would like to refund you \$363 as part of the relocation assistance. Please provide your Zelle account details so I can process the refund promptly.

January 2025 rent: Per the notice, you do not need to pay rent for January 2025, as this has been waived as part of the relocation assistance.

Looking forward to your response.

Best regards,
Ryan

On Wed, Dec 18, 2024 at 4:37 PM Happy Hiker <shinestage@gmail.com> wrote:

Dear Abdul,

I hope this message finds you well.

As per the **Notice of Termination of Tenancy Due to Substantial Remodel** served on 11/26/2024, your move-out date is 1/26/2025. In accordance with the relocation assistance provision outlined in the notice, I am refunding you \$363 for the last 5 days of December rent (calculated as \$2,250/31*5).

Additionally, as part of the relocation assistance, you are not required to pay rent for January 2025.

To process the refund, please provide your Zelle account details at your earliest convenience.

Thank you for your attention to this matter.

Best regards,

Sarah