

Subject: Re: Demand for Return of Security Deposit and Relocation Assistance – Khuddush Abdul
Date: Tuesday, April 22, 2025 at 7:58:09 PM Pacific Daylight Time
From: Abdul <abdul.ba@aol.com>
To: Chung-Jen Ho <chungjenho@gmail.com>
CC: Cesar R. Gomez, JD <cesar@iaccarinolawgroup.com>, angelo@mylegalcoach.org
<angelo@mylegalcoach.org>, Chrystal Reyes <chrystal@mylegalcoach.org>, Iaccarino Law Group
<john@iaccarinolaw.com>
Attachments: img_67e49fd2e2d00

Dear Mr. Chung Jen Ho,

I reject your offer respectfully as the cost doesn't address our claims. Neither, I acknowledge late return of the keys and the damages I have not done. We vacated the unit as communicated, neat & clean and best possible way even after your threats and harassment with multiple illegal notices. We had gone through stress and suffering, yet, we wanted to resolve with a peaceful move out. You did not let us do that either with wrongful eviction case, holding our security deposit with no response to followups and rejecting relocation assistance.

If you really want to do it out of court, I can provide some concessions after consulting with the LawOffice but your offered considerations are absolutely not acceptable. Even if I have to spend more time and efforts with court process, I'm prepared for it.

thanks & regards,
Abdul

On Tuesday, April 22, 2025 at 07:16:21 PM PDT, Chung-Jen Ho <chungjenho@gmail.com> wrote:

Subject: Final Offer to Resolve Security Deposit Disputes

Dear Abdul,

Thank you for your recent messages and for providing your move-out photographs. I appreciate the time and effort you've taken to share your perspective.

In the interest of resolving this matter amicably and avoiding further conflict or legal action, I am making a good-faith offer of a partial refund in the amount of \$1,125 — representing half of your original security deposit — as full and final resolution of any and all claims related to your former tenancy at 1678 Harrison Street, Unit A.

This offer reflects the following considerations:

- \$160 for prorated rent due to the delayed return of keys, and
- \$965 as a shared cost for repairs to the flooring documented after your move-out.

While I continue to believe the original deductions were justified and made in accordance with California Civil Code §1950.5, I'm extending this compromise to bring closure and avoid the unnecessary time and expense of legal proceedings for both sides.

If you agree, I will prepare a brief written agreement confirming that this payment fully resolves all matters related to the tenancy and deposit.

This offer will remain open until Friday, May 9, 2025. If I do not hear from you by that date, the offer will be considered withdrawn.

Sincerely,

Ryan

On Tue, Apr 22, 2025 at 11:46 AM Abdul <abdul.ba@aol.com> wrote:

Hello Mr. Chung Jen Ho,

Thanks for your response.

First of all, your response is past due and showcases nothing more than just attempts to extend this conversation un-productively even after giving 4+ days for review and 20+ days of demand letter. Regardless, I'll respond one last time before turning the matter to the court for help upon further consultation from LawOffice staff in Cc. We are not obligated to respond any further as your claims are malicious and do not provide sufficient information to claim the damage during my tenancy.

However, I'll give you one last time till today for your final say after which we consider you have not made a good faith attempt to resolve and reaching out to court is the only way forward.

My detailed response on your claims:

Claiming that photographs taken on 3rd Feb after our move-out and combined with malicious eviction is nothing but proof against wrongful eviction case with malicious intent to create a bad record on my rental history.

I brought up the general condition of the unit before moving-in to Sarah and you. I was told that it is a 50+ years old unit and is per age and scratches and stains are unavoidable. From our verbal conversation, it is original since the unit construction except the dining area which might be relatively young compared to the rest of the unit. We had actually spent time & effort in addressing pre-existing damage with

wood wax filling upon conversation with Sarah's during move-in inspection, related to the one you had shown in the photograph. We did it as a matter of good gesture. I have evidence showing it is due to the dry rot which I'll present to the court during proceedings after reviewing with the LawOffice. At this point, I do not feel obligated to present it as Sarah also has it. I leave it to you to prove to the court that it was by me. We also have other photographs to prove neglected dry-rot damaged areas and other conditions which are not relevant to the conversation or our claims. So, I will present during proceedings if required by the court.

After I provided the move-out schedule on Jan 21st, invited you for pre-inspection at your flexible time before Jan 29th and final walk through on Jan 31st. You have neither responded nor present on either of these. Moreover, as the LawOffice responded earlier, your itemized backdated letter with only an estimated amount after 45+ days after vacating the unit that too after our defense against wrongful eviction proves nothing more than another malicious attempt to deny return of security deposit and relocation assistance.

I respectfully reject all your claims that we had done any damages. The current condition of the photographs you shared shows signs of wear and tear over the life of the unit and also possibly includes after the contractor moved his equipment and stuff. You may call it damage or excessive wear and tear, but it is over the life of the unit. The wood wax filling was done to prevent further damage after discussion and was in your knowledge all the time include other visible as shown in the photographs. We had taken good care of the unit and it was inspected several times and no damages were reported to us even after your multiple inspections (both spot & scheduled) during our tenancy, and also after serving malicious the Notice of Termination in Aug 2024 for which I asked for the report and you never responded.

I continue to stand with full claim of my security deposit along with relocation assistance and monetary damages for malicious attempts.

Thanks,
Abdul

On Monday, April 21, 2025 at 09:38:37 PM PDT, Chung-Jen Ho <chungjenho@gmail.com> wrote:

Hi Abdul,

Thank you for providing access to the Google Drive folder with your move-out photographs. I have now had the opportunity to carefully review the images you shared.

While I appreciate your efforts to document the unit, I noticed that the photographs primarily focus on walls, bathroom and appliances. Only a few images include partial views of the flooring, and unfortunately, the photos do not cover key areas where the most significant damage occurred — including the central portion of the unit, hallway, entry area, and the transition between the kitchen and living room. These high-traffic areas are where substantial damage was observed after your departure.

For your reference, I've attached two photographs taken on February 3, 2025, when I first entered the unit with my contractor. These clearly show damaged sections of the flooring that required replacement.

Given the limited documentation available in your photos and the substantial floor damage confirmed by my contractor, I continue to believe that the repair deductions reflected in the itemized letter are reasonable and justified.

If you would like to continue this discussion or review additional documentation, I remain open to doing so in good faith.

Sincerely,
Ryan

On Thu, Apr 17, 2025 at 3:40 PM Abdul <abdul.ba@aol.com> wrote:

Dear Mr. Chung Jen Ho,

It is more than 24 Hrs since the photographs are made available to you and the same were reviewed by LawOffice before sending the demand letter to you on Mar 26th. We look forward for your response by Monday, 21st Apr 2025 10:00 AM Pacific Time to take decision on next steps proposed by Law Office.

Thanks,
Abdul

On Wednesday, April 16, 2025 at 03:17:31 PM PDT, Abdul <abdul.ba@aol.com> wrote:

Photographs are uploaded to [1678-harrison-st-Jan31 - Google Drive](#)

1678-harrison-st-Jan31 - Google Drive

Each photo name has timestamp. Additionally, I had taken additional 4 screenshots that shows the list view of the photos and their timestamps as visible from the phone.

On Monday, April 14, 2025 at 10:34:22 PM PDT, Chung-Jen Ho <chungjenho@gmail.com> wrote:

Dear Mr. Gomez,

Thank you for your recent communication regarding Mr. Abdul's security deposit and the photographs documenting the condition of the unit upon move-out.

I am open to reviewing the photographs in a good faith manner, as you have suggested. However, I have not yet received the time-stamped photographs taken on January 31, 2025, showing the condition of the unit, including the flooring. Since these photos are critical to the discussion, I would appreciate it if you could share them with me at your earliest convenience.

Once I have had the opportunity to review the materials, I will be happy to continue the conversation.

Sincerely,
Ryan

On Tue, Apr 8, 2025 at 9:51 AM Cesar R. Gomez, JD <cesar@iaccarinolawgroup.com> wrote:

Re: Security Deposit Dispute – 1678 Harrison Street, Apt A, Santa Clara, CA

Dear Chung Jen Ho,

We represent Mr. Khuddush Abdul in connection with your withholding of his \$2,250 security deposit for the above-referenced unit. We are in receipt of your recent communication and would like to respond as follows:

1. Time-Stamped Photographs

Our client **does have photographic evidence** of the condition of the unit upon move-out, including clear documentation of the flooring. These photos were taken **on January 31, 2025**, the day Mr. Abdul vacated the unit and returned possession. They do **not reflect any visible damage** that would justify a \$4,800 flooring replacement. We will be happy to share these images during any formal proceeding or if you are open to a good faith review.

2. Notice and Walkthrough

While you claim no notice was given, our client maintains that he communicated his intent to vacate in response to your **Notice of Termination dated November 27, 2024**, and departed the unit peacefully on **January 31, 2025**, in an effort to resolve the matter amicably. Under **California Civil Code § 1950.5(f)(1)**, the tenant is entitled to a pre-move-out inspection *upon request*; it is **not a legal precondition** to returning a security deposit or making lawful deductions. The burden remains on the landlord to itemize and justify deductions, which we dispute below.

3. Deductions & Flooring Repair

Your letter states that the repair cost “increased to \$4,800” due to continuous flooring, but no documentation of actual expenses or contractor invoices has been provided—only estimates. Further, you acknowledge that **you are not seeking the excess cost (\$2,710.71)** beyond the deposit. We maintain that:

- The **original \$2,400 deduction is excessive and unsupported**, especially considering the lack of credible before-and-after comparisons.
- The flooring issue may stem from **normal wear and tear**, which is **not deductible** under **Civil Code § 1950.5(b)(2)**.
- No effort was made to provide a **reasonable repair option or mitigation**, as required by law.

4. Alleged Late Return of Keys

The claim of 2 days’ prorated rent (\$160.71) is unsupported by any written communication or documentation showing that keys were returned late. Our client believes keys were returned in a timely manner, and your retention of rent for days not in possession is disputed.

5. Bad Faith & Legal Rights

While you assert good faith, the timing of your deduction letter—shortly after the wrongful eviction filing was challenged—and your refusal to pay **relocation assistance** as required under **Civil Code § 1946.2(d)** may support a finding of **bad faith retention** of the deposit under **Civil Code § 1950.5(l)**. Our client is therefore within his rights to pursue statutory damages of **up to twice the withheld amount**.

Next Steps

If you are willing to review Mr. Abdul’s photographs and consider a full refund of the deposit, we are open to resolving this without **litigation**. Otherwise, we are prepared to proceed with filing a **small claims action** for:

- Return of the \$2,250 deposit
- \$2,250 in relocation assistance
- Up to \$4,500 in statutory damages under Civil Code § 1950.5(l)
- \$2,000 civil penalty for retaliatory conduct under Civil Code § 1942.5

Total Potential Claim: \$11,000

We look forward to your response by **April 14, 2025** before proceeding further.

All the very best,

Cesar R. Gomez, JD
JD Associate / Paralegal
Iaccarino Law Group
[533 Airport Blvd Suite 400](#)
[Burlingame CA 94010](#)

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Please get on calendar using <https://www.mylegalplan.org/> and select Paralegal Intake for expedited service

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REAL ESTATE AND TENANT LAW
CIVIL LITIGATION

On Mon, Apr 7, 2025 at 11:50 PM Chung-Jen Ho <chungjenho@gmail.com> wrote:

Hi Abdul,

I am in receipt of your recent communication regarding the \$2,250 security deposit for the property you vacated. I take your concerns seriously and would like to address the matter thoroughly.

First and foremost, I did not receive any **time-stamped photographs** from you at move-out showing the condition of the property. If you are in possession of such photographs, please provide them as soon as possible for review. I am willing to consider any credible documentation you have.

I was not notified in advance of your departure, and no final walkthrough was scheduled or completed. Upon inspection of the unit, I discovered **significant floor damage** affecting approximately **400 square feet**. I provided you with a detailed **itemized deduction letter dated February 5, 2025**, listing the following deductions:

1. **2 days' prorated rent** due to failure to return keys promptly – \$160.71
2. **Repair cost for floor damage (400 sqft)** – Estimated at \$2,400

The flooring throughout the unit was continuous and cannot be partially replaced without leaving obvious transitions. Consequently, my contractor advised that the **entire 800 sqft** needed to be redone for a uniform and professional repair, which increased the cost to **\$4,800**. The contractor is actively completing the repair.

After applying your full deposit of \$2,250, the remaining unreimbursed repair cost stands at **\$2,710.71**, for which I have not sought payment from you. If you continue to dispute the lawful deductions made from your deposit, please understand that I reserve the right to file a small claims action to recover the remaining amount owed for repairs necessitated by your tenancy.

California law allows for reasonable and documented deductions from the deposit. I

have complied fully with these requirements, including providing estimates and acting in good faith. There is no basis for your claim of bad faith withholding, and your threat of seeking **statutory damages of \$4,500** appears unfounded under the circumstances.

Should this matter proceed to small claims court, I am prepared to present:

- Before-and-after photos of the damage
- Contractor repair estimates and current invoices
- Your lack of notice and absence of a walkthrough
- The timely itemized letter I sent
- Documentation of your failure to return the keys promptly

I encourage you to provide the alleged time-stamped photographs and to review the actual costs incurred. I remain open to resolving this matter amicably.

Sincerely,
Ryan

On Wed, Mar 26, 2025 at 5:46 PM Angelo Vargas <angelo@mylegalcoach.org> wrote:

March 26, 2025

VIA CERTIFIED MAIL & EMAIL

Sarah Ho & Chungjen Ho

happyearth2012@gmail.com

chungjenho@gmail.com

1678 HARRISON STREET Apt A

Santa Clara CA 95050

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

Dear Ms. Ho and Mr. Ho,

Our firm represents **Khuddush Abdul**, your former tenant at **1678 Harrison Street, Unit A, Santa Clara, CA 95050**. This letter serves as a formal demand for 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

Statutory damages for **bad faith retention of the deposit** and **retaliatory conduct**, pursuant to **Civil Code §§ 1950.5(l) and 1942.5**

Background

Mr. Abdul vacated the premises on **January 31, 2025**, returned the keys promptly, and left the unit clean and undamaged. He took **time-stamped photographs** at move-out showing no floor damage or unclean conditions. Your **itemized deduction letter dated February 5, 2025**, claimed over \$2,400 in repairs — none of which were supported by receipts or previously disclosed — and only followed our request to dismiss the wrongful eviction case.

Legal Violations

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

California law requires deductions to be reasonable and documented. The absence of credible evidence or repair documentation suggests **bad faith**, entitling our client to:

Return of the \$2,250 deposit

Statutory damages up to twice that amount (\$4,500)

2. Retaliatory Conduct (Civil Code § 1942.5)

The sudden deductions and prior filing of a baseless eviction constitute **retaliation** for Mr. Abdul exercising his legal rights. Civil Code § 1942.5 prohibits this and allows for **civil penalties of up to \$2,000** per act.

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

You issued **multiple retaliatory Notices of Termination**, some of

which appear to violate the **Tenant Protection Act of 2019 (AB 1482)** by lacking a valid just cause basis under **Civil Code § 1946.2**. These notices closely followed Mr. Abdul's lawful requests for repairs due to worsening habitability conditions, including persistent mold and rodent issues.

Most notably, your **Notice of Termination dated November 27, 2024**, was served under the pretense of "substantial renovation," a no-fault just cause under AB 1482. Mr. Abdul, in good faith and in the interest of resolving the conflict, agreed to vacate the premises peacefully. However, **you failed to pay the legally required relocation assistance** as mandated under **Civil Code § 1946.2(d)**.

Your refusal to provide this assistance — despite promising to do so — constitutes a violation of California law. Mr. Abdul remains entitled to **one month's rent in relocation assistance (\$2,250)**.

Demand Summary

Security Deposit (Return): \$2,250

Statutory Damages for Bad Faith Retention: \$4,500

Relocation Assistance: \$2,250

Civil Penalty for Retaliatory Conduct: \$2,000

TOTAL DEMAND: \$11,000

Consequences of Noncompliance

If we do not receive the full payment of **\$11,000** and written confirmation by **April 9, 2025**, we will take immediate legal action without further notice. This includes:

Filing a lawsuit in **California small claims or civil court**

Seeking full recovery of all amounts, including **statutory damages and penalties**

Requesting **attorney's fees and sanctions**, if applicable

Obtaining a **formal court judgment**, which may adversely affect your record

We encourage you to resolve this matter promptly. Payment may be made via **Zelle** or by mailing a **cashier's check** to our office.

Sincerely,

-SENT BY-

Angelo Vargas Legal Assistant Iaccarino Law Group <https://iaccarinolawgroup.com/>