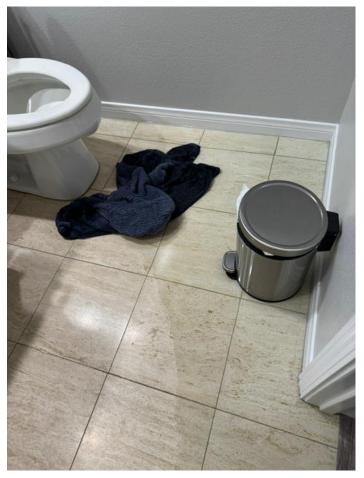
September 8, 2023 – Move in date.

November 14, 2023 – I send Brad and Vicki a text message to let them know that toilet of the restroom on the first floor (by the entry way and living room) is leaking a lot of water. I send 2 videos and 2 photos in group chat with James, Vicki and Brad. We realize it must be the wax seals and let them know that James knows how to fix it but to let us know if they want to come fix it or are okay with us fixing it.

Brad asks us if we turned off the water (we did) and states if James is comfortable fixing it then he can do that and to let them know of the cost for materials so they can reimburse us.





November 16, 2023 – They check in to see if the toilet has had any issues. James's work schedule is extremely packed and he has not had a chance to look or repair the toilet. He has decided it's best to have a plumber come look at it and provide a quote and be repaired with landlord approval. In the meantime we are not using this toilet.

November 21, 2023 – Plumber from Roto-Rooter comes and quotes \$220. James asks if this is approved to move forward. Brad confirms it is approved. New wax seals are put in place but afterwards the toilet is filling up when flushing. The plumber uses the plunger and it is still clogged. Plumber suggests a new toilet because it is old and quotes \$650 to James. James relays this information to Brad and the rest of the group via text message.

Brad asks to come and take a look at it for himself. Brad comes to the unit to inspect the toilet and restroom. He asks if he can come back tomorrow with his own plumber. I confirm tomorrow (11/22) at 10am works for us.

November 22, 2023 – Brad comes to see the toilet and restroom again. The plumber installs a new toilet and then lets us know that the water was still backing up even after installation. He said that after installing the new toilet, they decided to drain it with a drain snake. He said this resulted in a large quantity of baby wipes, which he says was the cause of the clog. He requested that we don't flush any baby wipes in the toilet and that if this issue occurs again we will be responsible for the bill. He also sent us a photo of an orange bucket with what he claims to be baby wipes that were in the toilet.

February 4, 2024 – Raining heavily outside and noticed water in the unit. Water coming from the front door, from inside the closet that is right by the entry way. The floor felt "squishy" when you walked over it and you can see water seeping through the spaces of the floor boards and the tiles in the restroom by the entry way as well. I messaged landlords to let them know and sent them pictures and videos of the water in the unit. I also let them know the garage ceiling was leaking water and sent them pictures of that as well. The dining room right by the patio sliding doors also saw some water entering the unit and I sent them a photo and informed them of that as well. Brad Martinez asked if he can come the next day and we said yes.





Jennifer Burbank – 518 North Stoneman Ave, Alhambra, CA 91801













February 5, 2024 – Brad came to place sandbags around the front door and the side of the patio to prevent any more water entering the unit. He said he would let the storm pass and then remove the sandbags and figure out the best way possible to dry the floor.

February 12, 2024 – Vicki messages us to ask when would be a good day to come and access the water leak situation. We agreed on next day (02/13/24 at 10am)

February 13, 2024 – Brad comes to the unit to inspect or access the unit. According to Brad, he didn't detect any damage which was "good". He also stated that it appears to have dried well and he didn't find any obvious moisture. He said he was happy to install a large air mover for a few days. He said to let him know of anything that he might have missed and that he would leave the sandbags in place since we were expecting more rain the following week. We declined the large air mover since the water had dried by this point since it had been 9 days since the water first entered the unit. With the sandbags in place, we did not notice any more water entering the unit as it continued to rain.

I sent pictures of things that I noticed, because to me it was clear and obvious that there was damage from the water and wanted to ensure it was documented. I sent 4 photos to them of the baseboards which were clearly damaged and separating from the wall.

James also sent 2 photos of one of our cameras that is inside and faces outside. It had gotten wet and the camera slipped and fell off from the wall, along with the paint of the wall. The wall which has this window, appeared to have gotten moisture as well, it looked like the wall had been "sweating"

Brad and Vicki did not respond to any of these photos or our messages about the damage we did detect, but Brad did not.

February 20, 2024 – It is raining again and we can hear water under the floor again. It sounds "squisjy" but we don't see water coming up like it was back on 2/4/24. We do not inform the landlords. We took a video to document and plan to discuss another time, when the rain comes to an end.

May 19 & 20, 2024 – We get a text from Brad asking if a contractor can come and assess the unit for repairs that may need to be needed since the rainy season is over. We agreed for Wednesday, May 22 at 10am.

May 21, 2024 – Vicki messages us to confirm that May 22 at 10 am is still good for the contractor to come by with Brad.

May 22, 2024 – One of the landlords (Brad Martinez) came to the unit with his contractor to assess the water damages that occurred in late February 2024 when it rained heavily. We had water coming into the unit from the front door, under the floors near the front door, patio door into the dining room and water from the walls also by the front door.

While he was there, my husband (James Burbank) notified him of some damage on the ceiling of the dining room, which sits under our children's restroom. The landlord and contractor looked at the damage and the landlord said to the contractor that they had a prior leak in that area but that they had fixed it. He said it was a copper pipe (We have this video recording from our Nest camera). The landlord and contractor went upstairs to look at the children's restroom to see if there were damages. They didn't notice any damages but they did notice that we had removed the shower doors and replaced

them with a shower curtain. We removed them to make it easier to shower our children and because my kids were getting hurt when they were putting their foot over the tub to get in and out. We did not ask the landlord for permission prior to removing them. We have the shower doors stored in the garage.

Here are pictures of the damages.





The message that the landlord (Brad Martinez) sent is on the right.

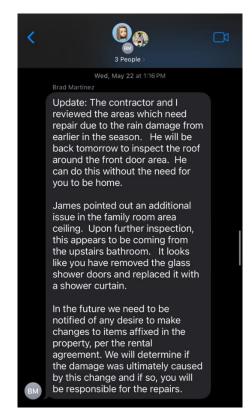
It reads: Wednesday, May 22, 2024 at 1:16 PM

Brad: Update: The contractor and I reviewed the areas which need repair due to the rain damage from earlier in the season. He will be back tomorrow to inspect the roof around the front door area. He can do this without the need for you to be home.

James pointed out an additional issue in the family room area ceiling. Upon further inspection, this appears to be coming from the upstairs bathroom. It looks like you have removed the glass shower doors and replaced it with a shower curtain.

In the future we need to be notified of any desire to make changes to items affixed in the property, per the rental agreement. We will determine if the damage was ultimately caused by this change and if so, you will be responsible for the repairs.

We never received a notice to cure or restore to original condition.



May 22, 2024 – My husband (James Burbank) follows up to ask what the contractor will be checking tomorrow. Landlord responds.

May 30, 2024 – The back of the toilet is leaking in the master bedroom. My husband lets the landlords know. He also sends a photo where you can see paper towels behind the toilet since it is leaking. Landlord states he will come over to look at it. Landlord comes to look at toilet leak. He said that he

observed some leaking and tightened a bolt, he also said he would order a new seal and bolt since the ones installed were old.



June 10, 2024 – Landlord (Brad Martinez) messages us to follow up on the toilet and to let us know that the contractor is ready to make the repairs.

June 11, 2024 – We briefly discuss the timeline of the repairs.

June 13, 2024 – Landlord (Brad Martinez) reaches out to confirm start day for repairs.

June 17, 2024 – Landlord (Brad Martinez) messages us to ask if they can open the front door to work on something, even though the repairs for this day were strictly outside. However, we agreed that he can open the door to make those repairs.

Later this day, we get a message from the landlord (Vicki Martinez) where she mentions her contractor heard a dog barking, and when Brad Martinez entered the unit, he saw our dog in the unit. Her main concern was that the contractors would be working inside the next day and she wanted to ensure their safety. She asked if the unit would be empty the following day. I responded and said yes, it will be empty the next day when they would be working inside the unit, as discussed. Vicki Martinez thanked us for confirming that the unit would be empty and asked if the dog belonged to us. I responded, Yes, She is our emotional support animal. No response. No further communication this day.

June 18, 2024 – I asked if the crew could not come on June 19 as originally scheduled because it was a holiday and I wanted to be home in peace. Vicki Martinez states the crew was able to finish that day.

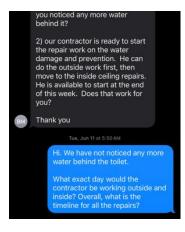
1. 2. 3. 4.

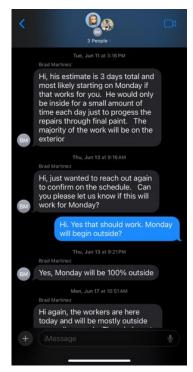
Men, Jun 10 at 4-43 PM
Brad Martinez

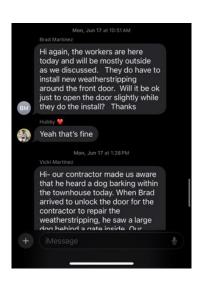
Hi James and Jennifer. We wanted to check in on a few things:

1) how is the toilet situation? Have you noticed any more water behind it?

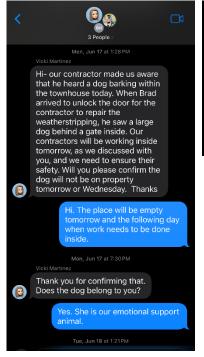
+ IMessage

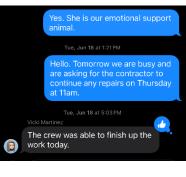




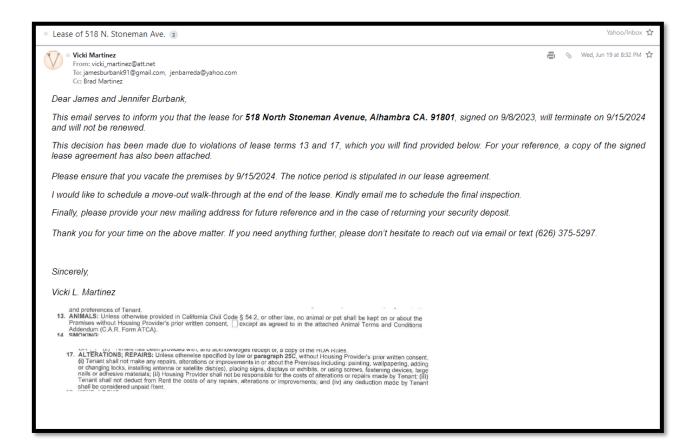


5. 6.





June 19, 2024 – I receive an email from the landlord (Vicki Martinez) where she is informing us that the lease will terminate on 9/15/2024 and will not be renewed. She stated the reasons WHY she made that decision. She states it's due to violations of the lease terms 13 and 17. Term 13 discusses animals. Term 17 discusses alterations and/or repairs.



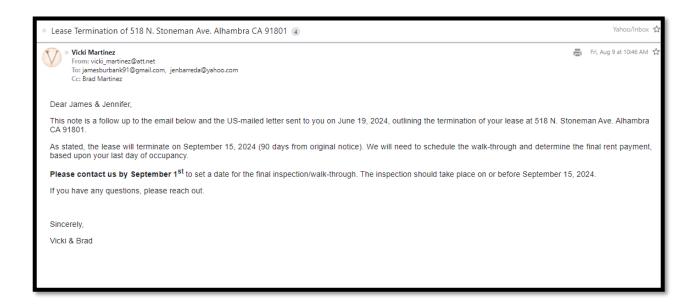
She included the Lease in the above email as well as the 2 screenshots of the lease that she referenced (13 & 17)

Between June 20, 2024 through August 5, 2024 – We are seeking assistance and guidance from any Tenant Rights groups, organizations, lawyers/attorneys, Housing Rights Center, attending virtual tenant right workshops, making calls to state and federal agencies, researching tenant rights and laws pertaining to our city, county and state regarding our situation to see how to best approach this matter.

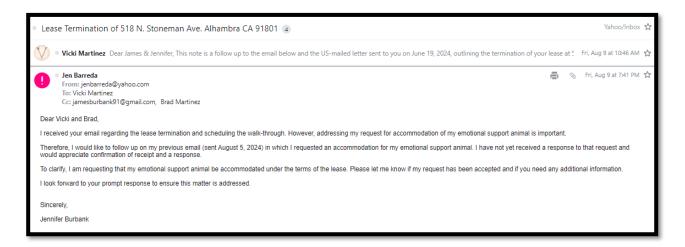
August 5, 2024 – I emailed Vicki and Brad Martinez to request a reasonable accommodation.



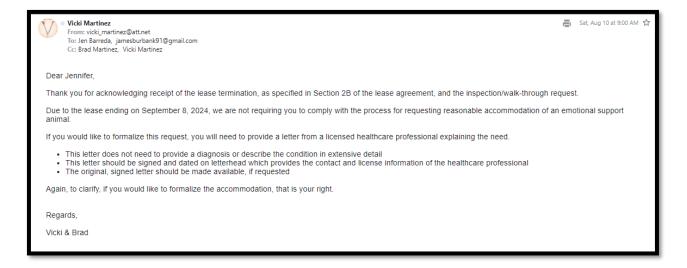
August 9, 2024 – Vicki Martinez sends this email (below). She does not reply to my email from Aug 5, 2024 (above). She begins a new email thread where she is now replying to her own original email, from June 19, 2024, completely ignoring my request for a reasonable accommodation. You can see the subject title has slightly changed as well.



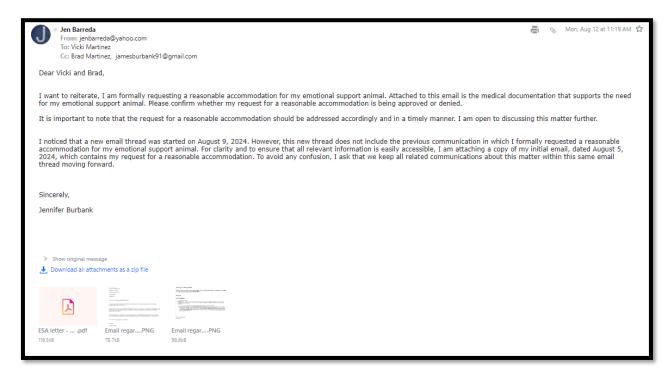
August 9, 2024 – In this email I reply and ask that she follows up on the email I sent on Aug 5, 2024 which she hasn't addressed.



August 10, 2024 – Vicki responds to email and states that due to the lease ending on 9/8/2024, they are not requiring for me to comply with the process for requesting a reasonable accommodation of my emotional support animal, but that I can still submit medical documentation because that is my right. She goes on to explain what exactly is needed to begin an interactive process for a reasonable accommodation, giving the impression that she is aware of what an interactive process is and what a reasonable accommodation is.



August 12, 2024 – I email to make the request again and this is when I noticed that this current email thread does not have my original request from August 5, 2024 because she replied to herself and started a new email thread. Coincidentally skipping my initial request. I attached my ESA letter and the screenshots of the email from my original request, dated August 5, 2024.



August 13, 2024 – Below is the response I received. And the attachment as well, which she is stating I have to sign and submit to make my request formally approved, which legally I am not obligated to do. I am not required by law to sign additional documents unless I choose to.





ANIMAL TERMS AND CONDITIONS ADDENDUM

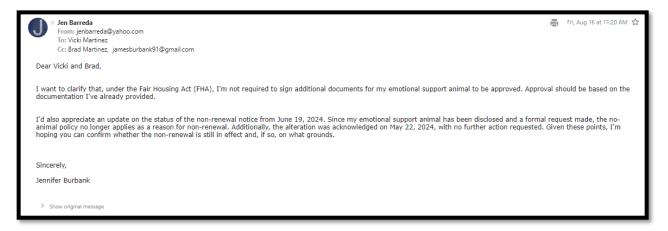
(C.A.R. Form ATCA, 6/23)



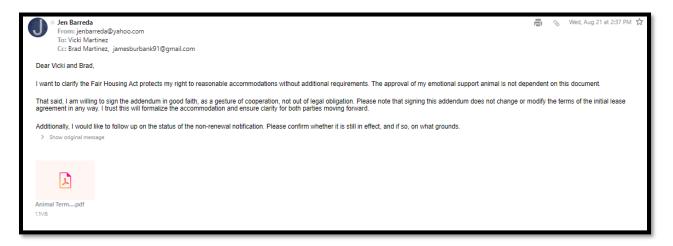
The follow					REALTY
arnemen	ing terms and conditions are he	ereby incorporated in and mad	e a part of the	Residential Lease or M	onth-to-Month Rental
greemen	OR Residential Lease After	Sale, Other			
ited 9/	4 / 202.3 , on property locate	d at (Street Address)	(State) (518 N Stoneman Ave. Californi (Zip Code) 91	801 ("Premises"),
Jnit/Apart	ment) (City)	Alhambra	(State) \		eferred to as "Tenant"
which _	lames and Jenni Brad and Vicki M	Artinez			s "Housing Provider"
nd <i>[</i> he term *	Housing Provider includes Renta	al Property Owner and agent).			
NIMAL A	DDENDUM AND AGREEMENT nding any other term in the Agre	:	te normission (for Tenant to have the fol	llowing animal(s) only
lotwithsta	nding any other term in the Agre mises: <u>Canine</u> "	Husky"	na permisaion	or romanic to race and ro	
n the Pre	the following terms and condition	is:			
		\ ia-			
	it represents that the animal(s) a qualified service animal under enant (or occupant) has a disabil	Collinguia and Enderal fair hous	ing law. Tenan	t has previously been ask vlowing disability-related to	ed and represents that ask(s) (Note: Tenant is
1	enant (or occupant) has a disabili ot obligated to complete the follo	wing field if, as applicable, the	e disability is o	bvious or an animal's dis	sability related task is
-	h. dansah				
DRR N	a qualified support animal, emo	tional support animal or compa	nion animal ur	ider fair housing laws and	I Tenant has provided
H H	ousing Provider with documental	tion establishing a need for the	animal;		
DRC.	a pet.				
. Tenar	nt is not allowed to have any an	imal on the Premises other th	an those desig	nated above, including a	iny pets that are 'just
	- t t th itea allowed under	or fair housing laws			
. Tenar	g" unless otherwise allowed under it represents to Housing Provide action; and (iii) has no history of s	er that the animal(s): (i) is not	bedroken, (ii)	s by hiting, scratching, ch	ewing or otherwise.
destru	iction; and (iii) has no history or s nt agrees that the animal(s) will b	serious threatening or causing in	ated pursuant f	o applicable laws and Te	nant will provide proof
of Boo	asing and vaccination upon Hous	sing Provider's or agent's reque	est.		
Tonar	e ie reenonsible for compliance w	vith all local laws and regulation	ns relating to th	e animals.	
Tenar	nt agrees to clean up after their a	nimal(s) and properly dispose (of all waste.		
Tonor	ot agrees to keen Premises free f	from animal odor and stain.			
. Tenar	nt agrees to take action to avoid p als may not be bathed or groome	pest infestations (fleas, etc.) in	the Premises.		
	a to the control of t	becased for any damage to the I	Promises cause	ed by an animai(s), wheth	er listed above or "just
visiting	g." Damages include, but are not	t limited to, damages to floors,	carpets, drapes	s, screens, landscaping, le	many, madding days
11. Tenar	the presence of animals. It agrees to indemnify and hold h	Housing Provider and Housing	Provider's age	nts harmless from all liab	ility, claims, demands,
dama	ges and costs for injuries to pers	ons or property in connection v	<i>i</i> nth renants ar	iimai(s).	
12. Term	s and Conditions Applicable to Permission to have an pet may be	Pets Only:	o doue notice	for cause or for month to	month tenancies with
	Permission to have an pet may be hirty days notice without cause.	a revoked at any time with the Tenant's failure to remove the	animal(s) after	permission has been rev	oked shall be deemed
A. F	inty days notice without course.				
tt	breach of the lease or rental agr	reement			
tt	breach of the lease or rental agr the Premises is part of a resider	reement			
B. If	the Premises is part of a resider	reement. ntial complex, pets are not allow :	wed in pool are	as, clubhouses, business	
B. II C. [the Premises is part of a resider	reement. ntial complex, pets are not allow :	wed in pool are	as, clubhouses, business	
B. II C. [the Premises is part of a resider	reement. ntial complex, pets are not allow :	wed in pool are	as, clubhouses, business	
B. II B. II C. [the Premises is part of a resider usiness center or fitness centers Tenant agrees to carry renter's	reement. ntial complex, pets are not allow ; insurance which includes cove	wed in pool are erage for pet ow	as, clubhouses, business vnership.	office, laundry rooms,
B. II B. II C. [the Premises is part of a resider	reement. ntial complex, pets are not allow ; insurance which includes cove	wed in pool are erage for pet ow	as, clubhouses, business wership. and have received a cop	office, laundry rooms,
B. II C. [13 By signin	the Premises is part of a resider usiness center or fitness centers Tenant agrees to carry renter's	reement. ntial complex, pets are not allow ; insurance which includes cove	wed in pool are erage for pet ow	as, clubhouses, business wership. and have received a cop	office, laundry rooms, by of this addendum. Date:
B. III C. [I3 By signin Fenant (S	the Premises is part of a resider usiness center or fitness centers. Tenant agrees to carry renter's g below, Tenant acknowledges ignature): X	reement. ntial complex, pets are not allow in insurance which includes cove s that they have read, unders	wed in pool are erage for pet ow	as, clubhouses, business vnership. and have received a cop	office, laundry rooms,
B. II C. [I3 By signin Fenant (S	the Premises is part of a resider usiness center or fitness centers. Tenant agrees to carry renter's g below, Tenant acknowledges ignature): X	reement. ntial complex, pets are not allow insurance which includes cove s that they have read, unders	wed in pool are erage for pet ow tand, accept,	as, clubhouses, business vnership. and have received a cop	office, laundry rooms, by of this addendum. Date:
B. II C. [I3 By signin Fenant (S) Fenant (S)	the Premises is part of a resider usiness center or fitness centers. Tenant agrees to carry renter's g below, Tenant acknowledged ignature): X	reement. ntial complex, pets are not allow insurance which includes cove s that they have read, unders	wed in pool are erage for pet ow tand, accept,	as, clubhouses, business vnership. and have received a cop	office, laundry rooms, by of this addendum. Date: Date: Date: 8//3/24
B. III C. [I3 By signin Fenant (S Fenant (S Housing F	the Premises is part of a resider usiness center or fitness centers. Tenant agrees to carry renter's g below, Tenant acknowledges ignature): X gignature): X grovider (Signature): X grovider (Signat	reement. ntial complex, pets are not allow in insurance which includes cove s that they have read, unders	wed in pool are erage for pet ow tand, accept,	as, clubhouses, business vnership. and have received a cop	office, laundry rooms by of this addendum. Date: Date: B//3/24 Date: 8//3/24
B. III C. [13	the Premises is part of a resider usiness center or fitness centers. Tenant agrees to carry renter's gelow, Tenant acknowledges ignature): X grovider (Signature): X grovider	reement. ntial complex, pets are not allow insurance which includes cove is that they have read, unders that they have read, unders white the insurance including facility in a management of a pets of a pe	erage for pet ow trand, accept, a s. Code) forbids to the or computerize the LEGAL VALIDE TERAL ESTATE TI table professionals to TORBO is a registe	as, clubhouses, business wership. and have received a cop the unauthorized distribution, display for or ACCURACY OF ANY PR RANSACTIONS IF YOU DESIR	office, laundry rooms by of this addendum. Date: Date: Date: 8//3/24 Date: 8//3/24 Date: 8//3/24 Date: 9//3/24 Date: 9//3/24 Date: 8//3/24 Date: 8//
B. III C. [I 3. [I 4] By signin Fenant (S Fe	the Premises is part of a resider usiness center or fitness centers. Tenant agrees to carry renter's general agrees to carry renter's general agrees to carry renter's general agrees. Provider (Signature) X Provider (Sig	reement. Initial complex, pets are not allow in insurance which includes cove is that they have read, unders What Try United States copyright law (Title 17 U or any other means, including facsin EXPRESENTATION IS MADE AS TO T PERSON QUALIFIED TO ADVISE ON his form is made available to real est intify the user as a REALTORS. REAL TORISSE who subscribe to its Code of Et	erage for pet ow trand, accept, a s. Code) forbids to the or computerize the LEGAL VALIDE TERAL ESTATE TI table professionals to TORBO is a registe	as, clubhouses, business wership. and have received a cop the unauthorized distribution, display for or ACCURACY OF ANY PR RANSACTIONS IF YOU DESIR	office, laundry rooms, by of this addendum. Date: Date: Date: 8//3/24 Date: 8//3/24 Date: 8//3/24 Date: 9//3/24 Date: 9//3/24 Date: 8//3/24 Da
B. III C. [13. [By signin Tenant (S Tenant (S Housing F Housing F 0 2023, Caliform, or any CALIFORNIA TRANSACTI CONSULT Association in members of	the Premises is part of a resider usiness center or fitness centers. Tenant agrees to carry renter's gbelow, Tenant acknowledges ignature): X gignature): X grovider (Signature): X grovider (Signatu	reement. ntial complex, pets are not allow insurance which includes cove s that they have read, unders the states copyright law (Title 17 U cor any other means, including facsin REPRESENTATION IS MADE AS TO T PERSON QUALIFIED TO ADVISE ON his form is made available to real est ntify the user as a REALTORS. REAL TORSSe who subscribe to its Code of Et	erage for pet ow trand, accept, a s. Code) forbids to the or computerize the LEGAL VALIDE TERAL ESTATE TI table professionals to TORBO is a registe	as, clubhouses, business wership. and have received a cop the unauthorized distribution, display for or ACCURACY OF ANY PR RANSACTIONS IF YOU DESIR	office, laundry rooms, by of this addendum. Date: Date: Date: 8/13/24 Date: 8/13/24 Date: 8/13/24 Date: APPROVED BY THE ELEGAL OR TAX ADVICE ELEGAL OR TAX ADVICE
B. III C. [13. [Fenant (S) Fena	the Premises is part of a resider usiness center or fitness centers. Tenant agrees to carry renter's general agrees to carry renter's general agrees to carry renter's general agrees. Provider (Signature) X Provider (Sig	reement. Initial complex, pets are not allow in insurance which includes cove is that they have read, unders that they have read, u	erage for pet ow trand, accept, a s. Code) forbids to the or computerize the LEGAL VALIDE TERAL ESTATE TI table professionals to TORBO is a registe	as, clubhouses, business wership. and have received a cop the unauthorized distribution, display for or ACCURACY OF ANY PR RANSACTIONS IF YOU DESIR	office, laundry rooms, by of this addendum. Date: Date: Date: 8/13/24 Date: 8/13/24 Date: 8/13/24 Date: APPROVED BY THE ELEGAL OR TAX ADVICE ELEGAL OR TAX ADVICE

ANIMAL TERMS AND CONDITIONS ADDENDUM (ATCA PAGE 1 OF

August 16, 2024 – I reply to Vicki's email stating I am not legally obligated to sign anything else as I have provided all documents that are required by law under the Fair Housing Act.



August 21, 2024 – No reply from Vicki. So I email her again and in good faith I sign and submit the animal addendum.

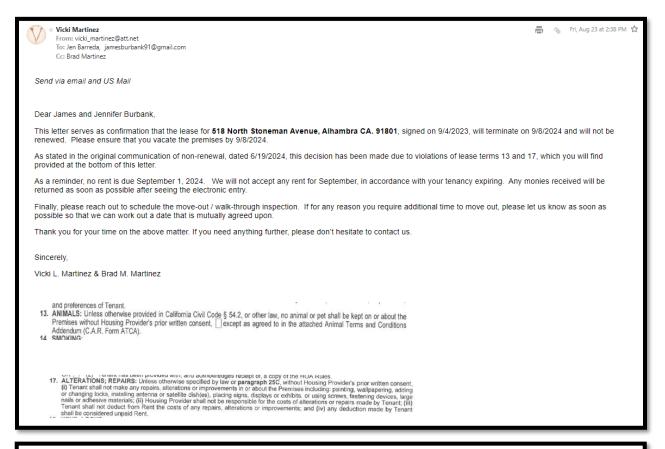


Below is the signed animal addendum by all parties: Vicki & Brad Martinez, Jennifer & James Burbank

CALIFORNIA ASSOCIATION OF REALTORS		CONDITIONS ADDENDUN	COLDWELL BANKER
The following terms and conditions	are hereby incorporated in and ma	de a part of the Residential Lease o	or Month-to-Month Rental
Agreement, OR Residential Leas	e After Sale, Other	518 N Stoneman Av	
in which lames and Hand Brad and VICE	Alhambra ennifer Burbank ki Martinez	(State) Cational (Zip Code) is referred	91801 ("Premises"), is referred to as "Tenant" to as "Housing Provider"
	es Rental Property Owner and agent)		
on the Premises:Canin	he Agreement, Housing Provider gra	ints permission for Tenant to have the	e following animal(s) only
subject to the following terms and co			
Tenant (or occupant) has a not obligated to complete t	Il under California and Federal fair hou a disability and the animal is trained to the following field if, as applicable, ti	sing law. Tenant has previously been assist with the following disability-relat- ne disability is obvious or an animal's	disability related task is
Housing Provider with doc	al, emotional support animal or comp umentation establishing a need for th	anion animal under fair housing laws e animal;	and Tenant has provided
OR C. a pet.	one primal on the Premises other t	han those designated above, includir	ng any pets that are "just
visiting unless otherwise allow 3. Tenant represents to Housing	ed under fair housing laws. Provider that the animal(s): (i) is ho	susebroken; (iii) has no history of cau harm to persons by biting, scratching nated pursuant to applicable laws and	using substantial property t, chewing or otherwise.
of Separation and vaccination up	on Housing Provider's or agent's regi	est	
5 Tanget is responsible for compl	liance with all local laws and regulation	ons relating to the animals.	
7 Tanget serges to keen Promise	r their animal(s) and properly dispose es free from animal odor and stain.		
Tenant agrees to take action to	avoid pest infestations (fleas, etc.) in		
 Tenant is responsible for and w visiting. Damages include, but 	rill be charged for any damage to the are not limited to, damages to floors	carpets, drapes, screens, landscaping	g, ranton g, mouse g accord
44 Toward serves to indomnify any	d hold Housing Provider and Housing to persons or property in connection	Provider's agents harmless from all with Tenant's animal(s).	liability, claims, demands,
Terms and Conditions Applic A. Permission to have an pet thirty days notice without c	able to Pets Only: may be revoked at any time with the sause. Tenant's failure to remove the	ee days notice for cause, or for mont animal(s) after permission has been	to month tenancies with revoked shall be deemed
a breach of the lease or re B. If the Premises is part of a	ntal agreement. residential complex, pets are not alk	wed in pool areas, clubhouses, busin	
business center or fitness of C. Tenant agrees to carry r	centers. renter's insurance which includes cov	erage for pet ownership.	
13.			
By signing below. Tenant acknow	riedges that they have read, under	stand, accept, and have received a	copy of this addendum.
Tenant (Signature): X Our	B-		Date: 8/19/24
Tenant (Signature): X			Date: <u>8/19/2.4</u>
// //	mastima		Date: 8/13/24
Housing Provider (Signature) X Housing Provider (Signature) X	302		Date: 8/13/24
a sees Cultures Association of REALTORS	50, Inc. United States copyright law (Title 17	J.S. Code) forbids the unauthorized distribution mile or computerized formats. THIS FORM F	, display and reproduction of this
form, or any portion thereof, by photocopy of CALIFORNIA ASSOCIATION OF REALTORS TRANSACTION. A REAL ESTATE BROKER CONSULT AN APPROPRIATE PROFESSIO Association of REALTORSO. It is not intended members of the NATIONAL ASSOCIATION O	NO REPRESENTATION IS MADE AS TO IS THE PERSON QUALIFIED TO ADVISE O INAL. This form is made available to real e ad to identify the user as a REALTORS. REA	THE LEGAL VALIDITY OR ACCURACY OF AN N REAL ESTATE TRANSACTIONS, IF YOU D date professionals brough an agreement wit LTORR is a resistent collective memberative.	Y PROVISION IN ANY SPECIFIC ESIRE LEGAL OR TAX ADVICE.
Published and Distributed by:			
REAL ESTATE BUSINESS SERVICE a subsidiary of the CALIFORNIA ASS 525 South Virgil Avenue, Los Arquies,			SALA MANA SALA MANA
ATCA 6/23 (PAGE 1 OF 1)		DENDUM (ATCA PAGE 1 OF 1)	

August 22, 2024 – I file an online complaint regarding mold concerns in the living room area/front entry way from the water intrusion from February 2024, to the Department of Public Health. Complaint #: CO0431633. Vicki and Brad Martinez are unaware of this complaint at this time.

August 23, 2024 – Vicki responds via email to the animal addendum being submitted and signed by stating that the lease is ending and we are still required to move out but this time she states that we now need to move out one week sooner than she initially stated in her first email/letter from June 19, 2024(Original vacate date was 9/15/24 and now new vacate date is 9/8/24). She now also states that no rent is due for the month of September and any rent sent will be returned as soon as possible. In this email Vicki conveniently added an attachment to claim the unit was exempt from AB 1482 which she did not indicate or state in the lease when we initially signed and reviewed the lease back in end of August of 2023. She has now informed us that we don't have tenant protections as we thought, nearly 1 year later which is not what the law on AB 1482 reads. AB 1482 states this needs to be disclosed at the beginning and signing of the lease and this did not occur. The reasons for non-renewal were for having a dog, in which I informed landlords was an Emotional support animal. The other reason was due to an alteration made (removing shower doors in one of the restrooms). There was never any cure to notice for any of these lease violations, only an email to end tenancy.





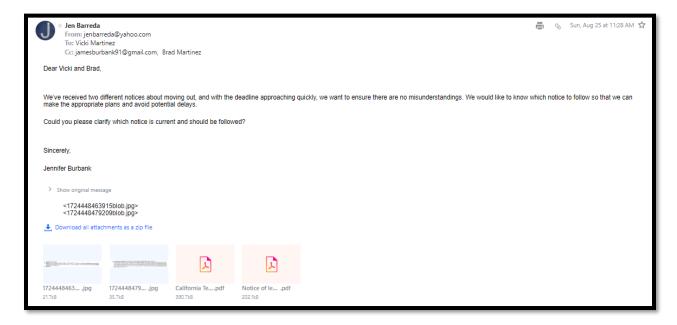
Attachment in Email: 1. Copy of Original Vacate Notice from June 19, 2024.



Attachment in Email: 2. AB 1482 Exemption Disclosure

Notice to Tenants California Tenant Protection Act of 2019 Property is Exempt To: James and Jennifer Burbank					
Alhambra CA (Street Address) Alhambra (Clay) (State) CA (State) (State) (State) (State) This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.	California T	enant Pr	otection Act o	of 2019	
Alhambra CA 91801 (City) (State) (Zip) This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.	To: James and Jennifer Burbank		5	and to all others in	
This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation. Date: 8/16/2024 Owner/Agent Owner/Agent	possession of the premises known as	S 518 N. Stor (Apt #)	(Street Address)		
This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation. Date: 8/16/2024 Owner/Agent Owner/Agent	Alhambra		CA	. 91801	
			Action to the second se		
	the Civil Code. This property n and 1946.2 (e)(8) of the Civil C real estate investment trust, as Code; (2) a corporation; or (3)	neets the re Code and the defined by t	quirements of Secti e owner is not any Section 856 of the l	ons 1947.12 (d)(5) of the following: (1) a nternal Revenue	

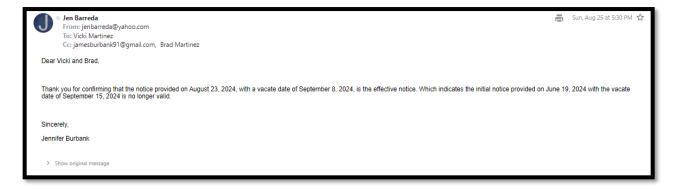
August 25, 2024 – I respond to Vicki's email to state the differences in her notice from August 23 and June 19. Which indicate different terms and a different move out date. I follow-up to inquire which the correct notice is because these are not the same.



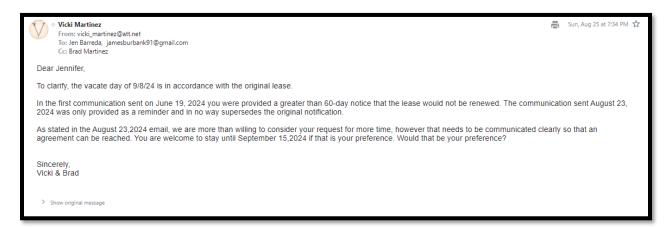
August 25, 2024 – Vicki responds to indicate the new notice she has just provided on August 23 is the correct notice to follow, which has a move out date of one week sooner. But offers us the option of more time if needed, as if she is trying to act in good faith.



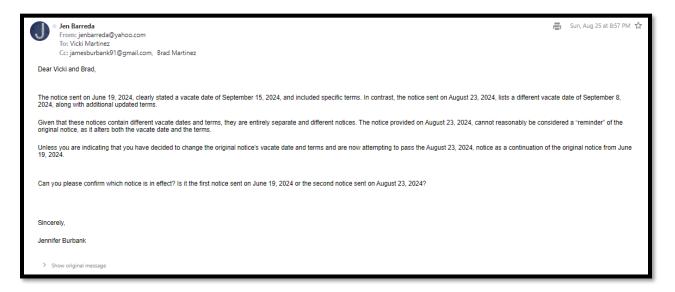
August 25, 2024 – I follow up to state that we will now be following this new notice which means the original notice is no longer valid. This new notice would not allow a proper 30 day notice which would also make this notice invalid.



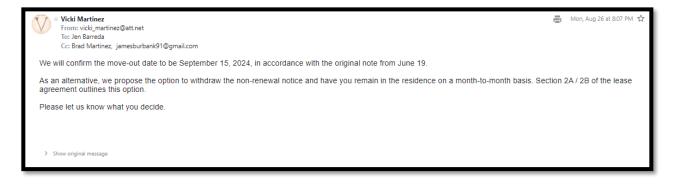
August 25, 2024 – Vicki responds that the new notice from August 23 is actually a "reminder" to the original notice from June 19 and not a new, separate notice, even though the move out date and terms are different. She points out we had a lot of time, "greater than 60-day notice". She again references that she is willing to give us more time if we would like.



August 25, 2024 – I respond to Vicki to state that the two notices provided to us, were completely different and in no way a "reminder" to one another. Again, I am seeking clarification on her confusing notices and terms and vacate dates.



August 26, 2024 – Vicki responds to confirm the move out date is in fact 9/15/24 as originally stated and offers the option to withdraw the non-renewal notice and continue the tenancy on a month to month basis.



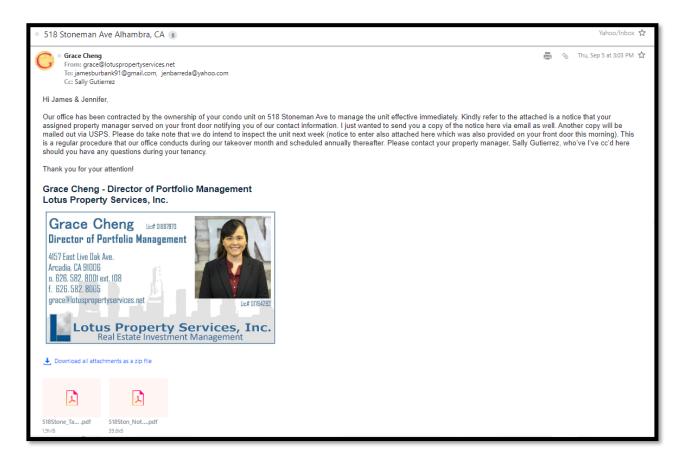
August 30, 2024 – James and I agree to a month to month tenancy and we reply to let Vicki and Brad aware of our decision. We also ask that they provide written confirmation of their withdrawal of the non-renewal notice.



August 31, 2024 – Vicki withdraws the non-renewal notice and states rent is due on 9/1/24.



September 5, 2024 – We receive an email from Grace Cheng, from Lotus Property Services. The email indicates that Lotus Property Services, Inc. is now assigned to be our property management company. She states that there will be an inspection of the unit which is scheduled for 9/10/24 between 11am-1pm. This email came with 2 attachments which are provided below.



Attachment 1: Page 1 of 2



Lotus Property Services, Inc. 4157 E. Live Oak Avenue Arcadia, CA 91006 T 626.582.8001 F 626.582.8005

To: All Tenants at 518 N. Stoneman Ave Alhambra, CA 91801

From: Lotus Property Services, Inc.

Re: New Property Management Company for Tenants of 518Ston

Property Contacts: Service may be effected on:

Portfolio Manager
Sally Gutierrez (626) 582-8001 ext. 111
4157 E. Live Oak Avenue Arcadia CA 91006
Account Manager
Arlen Keller (626) 582-8001 ext. 116
4157 E. Live Oak Avenue Arcadia CA 91006

Operations Supervisor
Belsy Monzon (626) 582-8001 ext. 103
4157 E. Live Oak Avenue Arcadia CA 91006

Dear Tenants:

VIA POSTING & MAILING

This letter is of intent to give written notification to all Residents of the new change in Property Management for the property located at 518 N. Stoneman Ave Alhambra, CA 91801 which shall take effect Immediately upon the service of this letter. Lotus Property Services, Inc. will be your new contact for ALL concerns and maintenance issues regarding the property. For your convenience our office is open from 9:00 am – 5:30 pm, Monday thru Friday and you can reach us by phone at (626) 582-8001. For 24-hour (EMERGENCY ONLY) maintenance service you may call (626) 582-8001.

Please make payment payable to:

<u>Lotus Property Services, Inc. / 518Ston</u>

We accept electronic payment via debit/credit card, e-checks, personal checks, money orders, ECP coupon and cashiers checks.

You are to deliver, mail, or electronically process the rent to the following address:

Lotus Property Services, Inc. 4157 East Live Oak Ave. Arcadia, CA 91006

Between 9:00AM – 5:00PM, Monday through Friday.

Person to deliver rent to: Vincent Medina, Sandie Perry, or Brian Gordon

Please note that we have an integrated property management system that allows you to make your rent payments online. Please be sure to provide your email address on the attached questionnaire form. You will be emailed an invitation link via AppFolio to sign up for your tenant portal.

<u>Sally Gutierrez</u> will be your direct contact for all issues and/or any other matter that may require management's assistance. I am confident that you will find Sally to be competent and helpful as well as attentive to your needs.

We thank you for your continued tenancy and assistance during this time of transition. We look forward to this opportunity to provide you with quality service. Please assist management by filling out the enclosed questionnaire and returning it to our office promptly. Thank you in advance for your cooperation and we look forward to working with you.

Sincerely, (

Lotus Property Services, Inc.

Please See Attachments

Attachment 1: Page 2 of 2



Lotus Property Services, Inc. 4157 E. Live Oak Ave Arcadia, CA 91006 t 626.582.8001 f 626.582.8005

This form is a MANDATORY FORM that all tenants must fill out and return to our office within 10 days upon receipt with all updated tenant information on all persons living within your apartment unit. The information on this document must be true and correct, any incorrect and/or falsified information can be cause for legal proceedings and or eviction. We thank you for your cooperation and immediate response.

Este formulario es un <u>FORMULARIO OBLIGATORIO</u> que todos los inquilinos deben completar y devolver a nuestra oficina dentro de los 10 días posteriores a la recepción con toda la información actualizada del inquilino sobre todas las personas que viven dentro de su unidad de apartamento. La información en este documento debe ser verdadera y correcta, cualquier información incorrecta y / o falsificada puede ser motivo de un proceso judicial y / o desalojo. Le agradecemos su cooperación y respuesta inmediatamente.

Resident 1 Name:		Resident 2 Name:	
Apt. #: Unit Size:		of Parking Spaces:	
Vehicle # 1- Make:	Model:	License #	Parking #
Vehicle # 2- Make:	Model:	License #	Parking #
Vehicle # 3- Make:	Model:	License #	Parking #
Resident 1 Mobile #:	R	esident 2 Mobile #:	
Resident 1 Work #:	R	esident 2 Work #:	
Home Phone #:	Emergency #:	Name:	Relationship:
Donidont I Comile			
Resident i Email:	1	Resident 2 Email:	
		Resident 2 Email:	
Total Number of occupant	s	Cesident 2 Email: Weight:	
Total Number of occupant	s Type/Breed:		Age:
Total Number of occupant Pets? Name:	s Type/Breed:	Weight:_ IAME OF EACH RESIDENT First Name	Age: Last Name
Total Number of occupant Pets? Name: First Name	SType/Breed: PLEASE PRINT FULL N	Weight:Weight:_	Age: Last Name
Total Number of occupant Pets? Name: First Name	SType/Breed: PLEASE PRINT FULL N Last Name	JAME OF EACH RESIDENT First Name	Age: Last Name

Attachment 2:



Lotus Property Services, Inc. 4157 E. Live Oak Ave

FROM:	LOTUS PROPERTY SERVICES, INC Date: 09/04//202
	ARCADIA CA 91006
TO:	ALL RESIDENTS AT: 518 N Stoneman Ave Alhambra, CA 91801
Dear Tenar	ats,
like to ente	dvised that the management of 518 N Stoneman Ave would report unit on Tuesday, September 10, 2024 between the hours AM to 1:00 PM for the following reason(s):
() To mak	e or arrange for the following repair(s) and/or improvement(s):
3 6	bit the premises to: () a prospective tenant, () workers and or contractors
regarding t	he above repair or improvement.
regarding t	MANAGEMENT TAKEOVER - MAINTENANCE INSPECTION
() Other:	MANAGEMENT TAKEOVER - MAINTENANCE INSPECTION you are not required to be present. If you wish to be present, or have a frience present, you may of course make the appropriate arrangements to do so. We
() Other: Description of the control of the contro	MANAGEMENT TAKEOVER - MAINTENANCE INSPECTION you are not required to be present. If you wish to be present, or have a frience present, you may of course make the appropriate arrangements to do so. We unit if any minor(s) are left unaccompanied. Any minor(s) present must be
() Other: Please note associate b not enter th accompanie 626-582-8 If the lock a duplicate	MANAGEMENT TAKEOVER - MAINTENANCE INSPECTION you are not required to be present. If you wish to be present, or have a frience present, you may of course make the appropriate arrangements to do so. We see unit if any minor(s) are left unaccompanied. Any minor(s) present must be ed by an adult age 18 years or older. If you have any questions, please call me
() Other: Please note associate b not enter th accompanie 626-582-8 If the lock a duplicate Your accompanies	MANAGEMENT TAKEOVER - MAINTENANCE INSPECTION e you are not required to be present. If you wish to be present, or have a frience of present, you may of course make the appropriate arrangements to do so. We see unit if any minor(s) are left unaccompanied. Any minor(s) present must be ed by an adult age 18 years or older. If you have any questions, please call me soo1x2133. has been changed without proper notice and you have not given the land as key, a locksmith may be called upon to open the door and re-key the locunt will be charged for the service and you will be provided with a new key is given in accordance with the provisions of Section 1954 of the California.
() Other: Please note associate b not enter th accompanie 626-582-8 If the lock a duplicate Your accompanies to the second accompanies to the seco	MANAGEMENT TAKEOVER - MAINTENANCE INSPECTION e you are not required to be present. If you wish to be present, or have a frience of present, you may of course make the appropriate arrangements to do so. We see unit if any minor(s) are left unaccompanied. Any minor(s) present must be ed by an adult age 18 years or older. If you have any questions, please call me soo1x2133. has been changed without proper notice and you have not given the land as key, a locksmith may be called upon to open the door and re-key the locunt will be charged for the service and you will be provided with a new key is given in accordance with the provisions of Section 1954 of the California.



September 5, 2024 – I call the manager, Sally, after reading the email from Grace Cheng, regarding the inspection date and time, to reschedule the inspection for another date so that James and I can both be home to meet the manager and also address our ongoing concerns with the unit, in person. In the call, Sally stated she would ask if another date and time is available. I suggested Wednesday or Thursday as two days that work best for us both. I also briefly discuss some of my concerns with the unit that I would like to show her in person, during the inspection.



Sally calls back to state that it will be rescheduled for 9/12/24 at 12pm so that we can both be there for the inspection.

09/05/2024 03:15 PM	(626) 582-8001	Incoming	1 Min

Sally follows up with the email below.



I respond to Sally's email to confirm that the inspection will actually take place at 12pm, as mentioned in our phone call from earlier since I will be leaving work during my lunch break to be there for the inspection. I also asked if this inspector is from the County Health Department or Lotus' inspector.



Jennifer Burbank – 518 North Stoneman Ave, Alhambra, CA 91801

September 6, 2024 – Sally responds to confirm that the inspection is not from the County Health Department but from their own company (Lotus). She also confirms the inspection time is 12pm.



I email Sally the completed forms that were sent to us by Grace Cheng, on 9/5/24 "Takeover Form". Below are the completed forms.

