



From: Jen Barreda jenbarreda@yahoo.com  
Subject: Re: Lease Termination of 518 N. Stoneman Ave. Alhambra CA 91801
Date: August 9, 2024 at 7:41 PM
To: Vicki Martinez vicki_martinez@att.net
Cc: jamesburbank91@gmail.com, Brad Martinez brad_martinez@att.net

JB

Dear Vicki and Brad,

I received your email regarding the lease termination and scheduling the walk-through. However, addressing my request for accommodation of my emotional support animal is important.

Therefore, I would like to follow up on my previous email (sent August 5, 2024) in which I requested an accommodation for my emotional support animal. I have not yet received a response to that request and would appreciate confirmation of receipt and a response.

To clarify, I am requesting that my emotional support animal be accommodated under the terms of the lease. Please let me know if my request has been accepted and if you need any additional information.

I look forward to your prompt response to ensure this matter is addressed.

Sincerely,

Jennifer Burbank

RA - 08052024.pdf



On Aug 9, 2024, at 10:46 AM, Vicki Martinez <vicki_martinez@att.net> wrote:

Dear James & Jennifer,

This note is a follow up to the email below and the US-mailed letter sent to you on June 19, 2024, outlining the termination of your lease at 518 N. Stoneman Ave. Alhambra CA 91801.

As stated, the lease will terminate on September 15, 2024 (90 days from original notice). We will need to schedule the walk-through and determine the final rent payment, based upon your last day of occupancy.

Please contact us by September 1st to set a date for the final inspection/walk-through. The inspection should take place on or before September 15, 2024.

If you have any questions, please reach out.

Sincerely,

Vicki & Brad

On Wednesday, June 19, 2024 at 08:31:49 PM PDT, Vicki Martinez <vicki_martinez@att.net> wrote:

Dear James and Jennifer Burbank,

*This email serves to inform you that the lease for **518 North Stoneman Avenue, Alhambra CA. 91801**, signed on 9/8/2023, will terminate on 9/15/2024 and will not be renewed.*

This decision has been made due to violations of lease terms 13 and 17, which you will find provided below. For your reference, a copy of the signed lease agreement has also been attached.

Please ensure that you vacate the premises by 9/15/2024. The notice period is stipulated in our lease agreement.

I would like to schedule a move-out walk-through at the end of the lease. Kindly email me to schedule the final inspection.

Finally, please provide your new mailing address for future reference and in the case of returning your security deposit.

Thank you for your time on the above matter. If you need anything further, please don't hesitate to reach out via email or text (626) 375-5297.

Sincerely,

Vicki L. Martinez

and preferences of Tenant.


13. **ANIMALS:** Unless otherwise provided in California Civil Code § 54.2, or other law, no animal or pet shall be kept on or about the Premises without Housing Provider's prior written consent, ☐ except as agreed to in the attached Animal Terms and Conditions Addendum (C.A.R. Form ATCA).

14. **SMOKING:**

On 6/19/24, Tenant has been provided with, and acknowledges receipt of, a copy of the HUA Rules.

17. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or **paragraph 25C**, without Housing Provider's prior written consent (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

11/10/2010 10:00:10 AM

From: Vicki Martinez vicki_martinez@att.net 
Subject: Re: Lease Termination of 518 N. Stoneman Ave. Alhambra CA 91801
Date: August 10, 2024 at 9:00 AM
To: Jen Barreda jenbarreda@yahoo.com, jamesburbank91@gmail.com
Cc: Brad Martinez brad_martinez@att.net, Vicki Martinez vicki_martinez@att.net



Dear Jennifer,

Thank you for acknowledging receipt of the lease termination, as specified in Section 2B of the lease agreement, and the inspection/walk-through request.

Due to the lease ending on September 8, 2024, we are not requiring you to comply with the process for requesting reasonable accommodation of an emotional support animal.

If you would like to formalize this request, you will need to provide a letter from a licensed healthcare professional explaining the need.

- This letter does not need to provide a diagnosis or describe the condition in extensive detail
- This letter should be signed and dated on letterhead which provides the contact and license information of the healthcare professional
- The original, signed letter should be made available, if requested

Again, to clarify, if you would like to formalize the accommodation, that is your right.

Regards,

Vicki & Brad

On Friday, August 9, 2024 at 07:42:02 PM PDT, Jen Barreda <jenbarreda@yahoo.com> wrote:

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To: Vicki Martinez vicki_martinez@att.net
Cc: Brad Martinez brad_martinez@att.net, jamesburbank91@gmail.com

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Dear Vicki and Brad,

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It is important to note that the request for a reasonable accommodation should be addressed accordingly and in a timely manner. I am open to discussing this matter further.

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Sincerely,

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On Saturday, August 10, 2024 at 09:00:09 AM PDT, Vicki Martinez <vicki_martinez@att.net> wrote:

Dear Jennifer,

Thank you for acknowledging receipt of the lease termination, as specified in Section 2B of the lease agreement, and the inspection/walk-through request.

Due to the lease ending on September 8, 2024, we are not requiring you to comply with the process for requesting reasonable accommodation of an emotional support animal.

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Vicki L. Martinez

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PATH

August 1, 2023

RE: Jennifer Burbank

To whom it may concern:

This letter is written on request of Jennifer Burbank. Jennifer began to receive mental health services at Path Mental Health on 5/2/2023.

She has been receiving therapy to manage her mental health. Due to her symptoms, Jennifer has certain limitations regarding her daily and social functioning.

Her emotional support animal, Hailey (husky), would be beneficial in helping reduce these difficulties in order to improve her mood and enhance her ability to cope with stressors.

Jennifer is aware and has accepted full responsibility for any cleaning, damages, or injuries incurred by the emotional support animal. She will also be held responsible for any follow-ups with recommendations for immunizations and any necessary animal care.

If there are any questions, please feel free to contact me.

Sincerely,



Mayra Perez, LCSW Lic # 107559
(she/her/hers)
Psychotherapist
Path Mental Health
E. Perezpsychotherapy@gmail.com
C. 323.524.2722

8/12/24, 10:41 AM

Yahoo Mail - Re: Lease of 518 N. Stoneman Ave.

Re: Lease of 518 N. Stoneman Ave.

From: Jen Barreda (jenbarreda@yahoo.com)
To: vicki_martinez@att.net; brad_martinez@att.net
Cc: jamesburbank91@gmail.com
Bcc: jenbarreda@hotmail.com
Date: Monday, August 5, 2024 at 09:09 AM PDT

Jennifer Burbank
518 North Stoneman Ave,
Alhambra, CA 91801
jenbarreda@yahoo.com
323-336-7829
08/05/2024

Dear Vicki L. Martinez and Bradford Martinez,

I am writing to formally request a reasonable accommodation for my emotional support animal at 518 North Stoneman Ave, Alhambra, CA 91801.

My emotional support animal provides me with essential support and significantly contributes to my well-being. I can provide appropriate documentation from a healthcare professional verifying my need for my emotional support animal upon your request.

I wish to emphasize the importance of maintaining my privacy and confidentiality regarding my medical condition. Any medical information provided will remain confidential and should not be disclosed without my explicit consent.

Thank you for your attention to this matter.

Sincerely,
Jennifer Burbank

On Wednesday, June 19, 2024 at 08:32:13 PM PDT, Vicki Martinez <vicki_martinez@att.net> wrote:

Dear James and Jennifer Burbank,


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Subject: Re: Lease Termination of 518 N. Stoneman Ave. Alhambra CA 91801
Date: August 13, 2024 at 5:29 PM
To: Jen Barreda jenbarreda@yahoo.com
Cc: Brad Martinez brad_martinez@att.net, jamesburbank91@gmail.com



Dear Jennifer,

We confirm your request for a reasonable accommodation.

Attached you will find the required Lease Addendum agreement. Please sign and return at your earliest convenience.

Once we receive the signed and dated document, the request will become formally approved.

Regards,

Vicki & Brad

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CALIFORNIA
ASSOCIATION
OF REALTORS®

ANIMAL TERMS AND CONDITIONS ADDENDUM
(C.A.R. Form ATCA, 6/23)



COLDWELL BANKER
REALTY

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____,
dated 9/14/2023, on property located at (Street Address) 518 N Stoneman Ave.
(Unit/Apartment) _____ (City) Alhambra (State) California (Zip Code) 91801 ("Premises"),
in which James and Jennifer Burbank is referred to as "Tenant"
and Brad and Vicki Martinez is referred to as "Housing Provider"
(the term "Housing Provider" includes Rental Property Owner and agent).

From: Jen Barreda jenbarreda@yahoo.com 
Subject: Re: Lease Termination of 518 N. Stoneman Ave. Alhambra CA 91801
Date: August 16, 2024 at 11:22 AM
To: Vicki Martinez vicki_martinez@att.net
Cc: Brad Martinez brad_martinez@att.net, jamesburbank91@gmail.com



Dear Vicki and Brad,

I want to clarify that, under the Fair Housing Act (FHA), I'm not required to sign additional documents for my emotional support animal to be approved. Approval should be based on the documentation I've already provided.

I'd also appreciate an update on the status of the non-renewal notice from June 19, 2024. Since my emotional support animal has been disclosed and a formal request made, the no-animal policy no longer applies as a reason for non-renewal. Additionally, the alteration was acknowledged on May 22, 2024, with no further action requested. Given these points, I'm hoping you can confirm whether the non-renewal is still in effect and, if so, on what grounds.

Sincerely,

Jennifer Burbank

On Tuesday, August 13, 2024 at 05:29:35 PM PDT, Vicki Martinez <vicki_martinez@att.net> wrote:

Dear Jennifer,

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Cc: Brad Martinez brad_martinez@att.net, jamesburbank91@gmail.com



Dear Jennifer,

Section 13 of the signed lease states that no animal or pet shall be kept on or about the premises without our prior written consent. If this process had been followed originally, we would have asked for the ATCA to be completed. It is standard practice and protects both you as the tenant and us as the landlords.

Secondly, the dog is already on property so the accommodation approval is not really in question here. If there is a particular section of the agreement that you are not comfortable with, please be specific in letting us know.

Lastly, page 20 of the lease agreement outlines why the property located at 518 N. Stoneman Ave. Alhambra CA 91801 is exempt from both rent cap and just cause eviction laws. The attached letter serves as your notice of this exemption.

Therefore, to answer your question, the non-renewal of the lease is still in effect and we are asking you to vacate the property as specified in the original notification dated June 19, 2024. As outlined in section 2A and B of the signed lease, if you fail to vacate on the specified date in September, the rent will increase 10% to \$3,575 per month, starting October 1, 2024.

Regards,

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Due to the lease ending on September 8, 2024, we are not requiring you to comply with the process for requesting reasonable accommodation of an emotional support animal.

If you would like to formalize this request, you will need to provide a letter from a licensed healthcare professional explaining the need.

- This letter does not need to provide a diagnosis or describe the condition in extensive detail
- This letter should be signed and dated on letterhead which provides the contact and license information of the healthcare professional
- The original, signed letter should be made available, if requested

Again, to clarify, if you would like to formalize the accommodation, that is your right.

Regards,

Vicki & Brad

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Therefore, I would like to follow up on my previous email (sent August 5, 2024) in which I requested an accommodation for my emotional support animal. I have not yet received a response to that request and would appreciate confirmation of receipt and a response.

To clarify, I am requesting that my emotional support animal be accommodated under the terms of the lease. Please let me know if my request has been accepted and if you need any additional information.

I look forward to your prompt response to ensure this matter is addressed.

Sincerely,

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This note is a follow up to the email below and the US-mailed letter sent to you on June 19, 2024, outlining the termination of your lease at 518 N. Stoneman Ave. Alhambra CA 91801.

As stated, the lease will terminate on September 15, 2024 (90 days from original notice). We will need to schedule the walk-through and determine the final rent payment, based upon your last day of occupancy.

Please contact us by September 1st to set a date for the final inspection/walk-through. The inspection should take place on or before September 15, 2024.

If you have any questions, please reach out.

Sincerely,

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Avenue, Alhambra CA. 91801, signed on 9/8/2023, will terminate on 9/15/2024 and will not be renewed.

This decision has been made due to violations of lease terms 13 and 17, which you will find provided below. For your reference, a copy of the signed lease agreement has also been attached.

Please ensure that you vacate the premises by 9/15/2024. The notice period is stipulated in our lease agreement.

I would like to schedule a move-out walk-through at the end of the lease. Kindly email me to schedule the final inspection.

Finally, please provide your new mailing address for future reference and in the case of returning your security deposit.

Thank you for your time on the above matter. If you need anything further, please don't hesitate to reach out via email or text (626) 375-5297.

Sincerely,

Vicki L. Martinez

[*<1718733192380blob.jpg>*](#)

[*<1718733136361blob.jpg>*](#)

**Notice to Tenants
California Tenant Protection Act of 2019
Property is Exempt**

To: James and Jennifer Burbank and to all others in

possession of the premises known as 518 N. Stoneman Ave
(Apt #) (Street Address)

From: Jen Barreda jenbarreda@yahoo.com
Subject: Re: Lease Termination of 518 N. Stoneman Ave. Alhambra CA 91801
Date: August 21, 2024 at 2:38 PM
To: Vicki Martinez vicki_martinez@att.net
Cc: Brad Martinez brad_martinez@att.net, jamesburbank91@gmail.com

JB

Dear Vicki and Brad,

I want to clarify the Fair Housing Act protects my right to reasonable accommodations without additional requirements. The approval of my emotional support animal is not dependent on this document.

That said, I am willing to sign the addendum in good faith, as a gesture of cooperation, not out of legal obligation. Please note that signing this addendum does not change or modify the terms of the initial lease agreement in any way. I trust this will formalize the accommodation and ensure clarity for both parties moving forward.

Additionally, I would like to follow up on the status of the non-renewal notification. Please confirm whether it is still in effect, and if so, on what grounds.

Sincerely,

Jennifer Burbank



CALIFORNIA
ASSOCIATION
OF REALTORS®

ANIMAL TERMS AND CONDITIONS ADDENDUM

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



COLDWELL BANKER
REALTY

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other _____
dated 9/4/2023, on property located at (Street Address) 518 N Stoneman Ave.
(Unit/Apartment) _____ (City) Alhambra (State) California (Zip Code) 91801 ("Premises"),
in which James and Jennifer Burbank is referred to as "Tenant"
and Brad and Vicki Martinez is referred to as "Housing Provider"
(the term "Housing Provider" includes Rental Property Owner and agent).

ANIMAL ADDENDUM AND AGREEMENT:

Notwithstanding any other term in the Agreement, Housing Provider grants permission for Tenant to have the following animal(s) only on the Premises: Canine "Husky"
subject to the following terms and conditions:

1. Tenant represents that the animal(s) is:

- A. ☐ a qualified service animal under California and Federal fair housing law. Tenant has previously been asked and represents that Tenant (or occupant) has a disability and the animal is trained to assist with the following disability-related task(s) (Note: Tenant is not obligated to complete the following field if, as applicable, the disability is obvious or an animal's disability related task is obvious): _____
- OR B. ☒ a qualified support animal, emotional support animal or companion animal under fair housing laws and Tenant has provided Housing Provider with documentation establishing a need for the animal;
- OR C. ☐ a pet.

2. Tenant is not allowed to have any animal on the Premises other than those designated above, including any pets that are "just visiting" unless otherwise allowed under fair housing laws.
3. Tenant represents to Housing Provider that the animal(s): (i) is housebroken; (ii) has no history of causing substantial property destruction; and (iii) has no history of serious threatening or causing harm to persons by biting, scratching, chewing or otherwise.
4. Tenant agrees that the animal(s) will be properly licensed and vaccinated pursuant to applicable laws and Tenant will provide proof of licensing and vaccination upon Housing Provider's or agent's request.
5. Tenant is responsible for compliance with all local laws and regulations relating to the animals.
6. Tenant agrees to clean up after their animal(s) and properly dispose of all waste.
7. Tenant agrees to keep Premises free from animal odor and stain.
8. Tenant agrees to take action to avoid pest infestations (fleas, etc.) in the Premises.
9. Animals may not be bathed or groomed in the laundry room sinks, pools, or pool area.
10. Tenant is responsible for and will be charged for any damage to the Premises caused by an animal(s), whether listed above or "just visiting." Damages include, but are not limited to, damages to floors, carpets, drapes, screens, landscaping, fencing, including odors due to the presence of animals.
11. Tenant agrees to indemnify and hold Housing Provider and Housing Provider's agents harmless from all liability, claims, demands, damages and costs for injuries to persons or property in connection with Tenant's animal(s).

12. Terms and Conditions Applicable to Pets Only:

- A. Permission to have an pet may be revoked at any time with three days notice for cause, or for month to month tenancies with thirty days notice without cause. Tenant's failure to remove the animal(s) after permission has been revoked shall be deemed a breach of the lease or rental agreement.
- B. If the Premises is part of a residential complex, pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers.
- C. ☐ Tenant agrees to carry renter's insurance which includes coverage for pet ownership.

13.

By signing below, Tenant acknowledges that they have read, understand, accept, and have received a copy of this addendum.

Tenant (Signature): X [Signature] Date: 8/19/24

Tenant (Signature): X [Signature] Date: 8/19/24

Housing Provider (Signature) X [Signature] Date: 8/13/24

Housing Provider (Signature) X [Signature] Date: 8/13/24

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525 South Virgil Avenue, Los Angeles, California 90020

ATCA 6/23 (PAGE 1 OF 1)



ANIMAL TERMS AND CONDITIONS ADDENDUM (ATCA PAGE 1 OF 1)

On Aug 16, 2024, at 11:20 AM, Jen Barreda <jenbarreda@yahoo.com> wrote:

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Regards,

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Sincerely,

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Date: August 23, 2024 at 2:38 PM
To: Jen Barreda jenbarreda@yahoo.com, jamesburbank91@gmail.com
Cc: Brad Martinez brad_martinez@att.net

VM

Send via email and US Mail

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Vicki L. Martinez & Brad M. Martinez

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Finally, please provide your new mailing address for future reference and in the case of returning your security deposit.

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Sincerely,

Vicki L. Martinez

[<1718733192380blob.jpg>](#)
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**Notice to Tenants
California Tenant Protection Act of 2019
Property is Exempt**

To: James and Jennifer Burbank and to all others in

possession of the premises known as 518 N. Stoneman Ave
(Apt #) (Street Address)

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

From: Jen Barreda jenbarreda@yahoo.com  
Subject: Re: Lease Termination of 518 N. Stoneman Ave. Alhambra CA 91801
Date: August 25, 2024 at 11:29 AM
To: Vicki Martinez vicki_martinez@att.net
Cc: jamesburbank91@gmail.com, Brad Martinez brad_martinez@att.net

JB

and preferences of Tenant.

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From: Vicki Martinez vicki_martinez@att.net 
Subject: Re: Lease Termination of 518 N. Stoneman Ave. Alhambra CA 91801
Date: August 25, 2024 at 12:23 PM
To: Jen Barreda jenbarreda@yahoo.com, jamesburbank91@gmail.com
Cc: Brad Martinez brad_martinez@att.net



Dear Jennifer & James,

The notice to follow would be the September 8, 2024 date, in accordance with the original lease agreement.

However, as stated in the previous communication, if you would like to request additional time to move out, we are willing to set a mutually agreed upon date that is within reason.

Sincerely,
Vicki & Brad

On Sunday, August 25, 2024 at 11:29:12 AM PDT, Jen Barreda <jenbarreda@yahoo.com> wrote:

Dear Vicki and Brad,

We've received two different notices about moving out, and with the deadline approaching quickly, we want to ensure there are no misunderstandings. We would like to know which notice to follow so that we can make the appropriate plans and avoid potential delays.

Could you please clarify which notice is current and should be followed?

Sincerely,

Jennifer Burbank

On Aug 23, 2024, at 2:38 PM, Vicki Martinez <vicki_martinez@att.net> wrote:

Send via email and US Mail

Dear James and Jennifer Burbank,

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Subject: Re: Lease Termination of 518 N. Stoneman Ave. Alhambra CA 91801
Date: August 25, 2024 at 5:31 PM
To: Vicki Martinez vicki_martinez@att.net
Cc: jamesburbank91@gmail.com, Brad Martinez brad_martinez@att.net

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The notice sent on June 19, 2024, clearly stated a vacate date of September 15, 2024, and included specific terms. In contrast, the notice sent on August 23, 2024, lists a different vacate date of September 8, 2024, along with additional updated terms.

Given that these notices contain different vacate dates and terms, they are entirely separate and different notices. The notice provided on August 23, 2024, cannot reasonably be considered a "reminder" of the original notice, as it alters both the vacate date and the terms.

Unless you are indicating that you have decided to change the original notice's vacate date and terms and are now attempting to pass the August 23, 2024, notice as a continuation of the original notice from June 19, 2024.

Can you please confirm which notice is in effect? Is it the first notice sent on June 19, 2024 or the second notice sent on August 23, 2024?

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Subject: Re: Lease Termination of 518 N. Stoneman Ave. Alhambra CA 91801
Date: August 26, 2024 at 8:07 PM
To: Jen Barreda jenbarreda@yahoo.com
Cc: Brad Martinez brad_martinez@att.net, jamesburbank91@gmail.com

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As a reminder, no rent is due September 1, 2024. We will not accept any rent for September, in accordance with your tenancy expiring. Any monies received will be returned as soon as possible after seeing the electronic entry.

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Subject: Re: Lease Termination of 518 N. Stoneman Ave. Alhambra CA 91801
Date: August 30, 2024 at 7:11 PM
To: Vicki Martinez vicki_martinez@att.net
Cc: Brad Martinez brad_martinez@att.net, jamesburbank91@gmail.com

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