

From: Jen Barreda <jenbarreda@yahoo.com>  
Subject: Fwd: Lease Termination of 518 N. Stoneman Ave. Alhambra CA 91801  
Date: Aug 31, 2024 at 9:24:38 AM  
To: jamesburbank91@gmail.com

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Apparently you weren't included in the last email reply from Vicki.

Begin forwarded message:

**From:** Vicki Martinez <vicki\_martinez@att.net>  
**Date:** August 31, 2024 at 8:04:41 AM PDT  
**To:** Jen Barreda <jenbarreda@yahoo.com>  
**Cc:** Brad Martinez <brad\_martinez@att.net>  
**Subject: Re: Lease Termination of 518 N. Stoneman Ave. Alhambra CA 91801**

We formally withdraw the notice of non-renewal, dated June 19, 2024.

We confirm a transition to month-to-month tenancy in accordance with section 2A / 2B of the lease agreement.

Rent will be due September 1, 2024.

On Friday, August 30, 2024 at 07:11:17 PM PDT, Jen Barreda <jenbarreda@yahoo.com> wrote:

Dear Vicki and Brad,

We agree to the transition of a month-to-month tenancy. Please provide written confirmation that the non-renewal notice you initially provided on June 19, 2024, has been withdrawn.

Sincerely,

Jennifer Burbank

On Aug 26, 2024, at 8:07 PM, Vicki Martinez <vicki\_martinez@att.net> wrote:

We will confirm the move-out date to be September 15, 2024, in accordance with the original note from June 19.

As an alternative, we propose the option to withdraw the non-renewal notice and have you remain in the residence on a month-to-month basis. Section 2A / 2B of the lease agreement outlines this option.

Please let us know what you decide.

On Sunday, August 25, 2024 at 08:58:15 PM PDT, Jen Barreda <jenbarreda@yahoo.com> wrote:

Dear Vicki and Brad,

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?

Sincerely,

Jennifer Burbank

On Aug 25, 2024, at 7:34 PM, Vicki Martinez <vicki\_martinez@att.net> wrote:

Dear Jennifer,

To clarify, the vacate day of 9/8/24 is in accordance with the original lease.

In the first communication sent on June 19, 2024 you were provided a greater than 60-day notice that the lease would not be renewed. The communication sent August 23, 2024 was only provided as a reminder and in no way supersedes the original notification.

As stated in the August 23,2024 email, we are more than willing to consider your request for more time, however that needs to be communicated clearly so that an agreement can be reached. You are welcome to stay until September 15,2024 if that is your preference. Would that be your preference?

Sincerely,  
Vicki & Brad

On Sunday, August 25, 2024 at 05:31:21 PM PDT, Jen Barreda <jenbarreda@yahoo.com> wrote:

Dear Vicki and Brad,

Thank you for confirming that the notice provided on August 23, 2024, with a vacate date of September 8, 2024, is the effective notice. Which indicates the initial notice provided on June 19, 2024 with the vacate date of September 15, 2024 is no longer valid.

Sincerely,

Jennifer Burbank

On Aug 25, 2024, at 12:23 PM, Vicki Martinez <vicki\_martinez@att.net> wrote:

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](mailto:vicki_martinez@att.net)> wrote:

*Send via email and US Mail*

Dear James and Jennifer Burbank,

This letter serves as confirmation that the lease for **518 North Stoneman Avenue, Alhambra CA. 91801**, signed on 9/4/2023, will terminate on 9/8/2024 and will not be renewed. Please ensure that you vacate the premises by 9/8/2024.

As stated in the original communication of non-renewal, dated 6/19/2024, this decision has been made due to violations of lease terms 13 and 17, which you will find provided at the bottom of this letter.

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.

Finally, please reach out to schedule the move-out / walk-through inspection. If for any reason you require additional time to move out, please let us know as soon as possible so that we can work out a date that is mutually agreed upon.

Thank you for your time on the above matter. If you need anything further, please don't hesitate to contact us.

Sincerely,

Vicki L. Martinez & Brad M. Martinez

Enclosures (2):

1. Original 90-day notification letter
2. Notice that the property is exempt from California's Tenant Protection Act of 2019

On Wednesday, August 21, 2024 at 02:38:38 PM PDT, Jen Barreda <jenbarreda@yahoo.com> wrote:

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

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

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,

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

On Monday, August 12, 2024 at 11:19:17 AM PDT, Jen Barreda <jenbarreda@yahoo.com> wrote:

Dear Vicki and Brad,

I want to reiterate, I am formally requesting a reasonable accommodation for my emotional support animal. Attached to this email is the medical documentation that supports the need for my emotional support animal. Please confirm whether my request for a reasonable accommodation is being approved or denied.

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.

I noticed that a new email thread was started on August 9, 2024. However, this new thread does not include the previous communication in which I formally requested a reasonable accommodation for my emotional support animal. For clarity and to ensure that all relevant information is easily accessible, I am attaching a copy of my initial email, dated August 5, 2024, which contains my request for a reasonable accommodation. To avoid any confusion, I ask that we keep all related communications about this matter within this same email thread moving forward.

Sincerely,

Jennifer Burbank

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.

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:

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

On Aug 9, 2024, at 10:46 AM, Vicki Martinez <[vicki\\_martinez@att.net](mailto: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 1<sup>st</sup>** 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.*

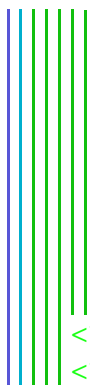
*I would like to schedule a move-out walk-through at the end of the lease. Kindly email me to schedule the final inspection.*

*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*



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<1724448479209blob.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)

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.

Date: 8/16/2024

Owner/Agent 

Owner/Agent 