

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.

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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.



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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

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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.

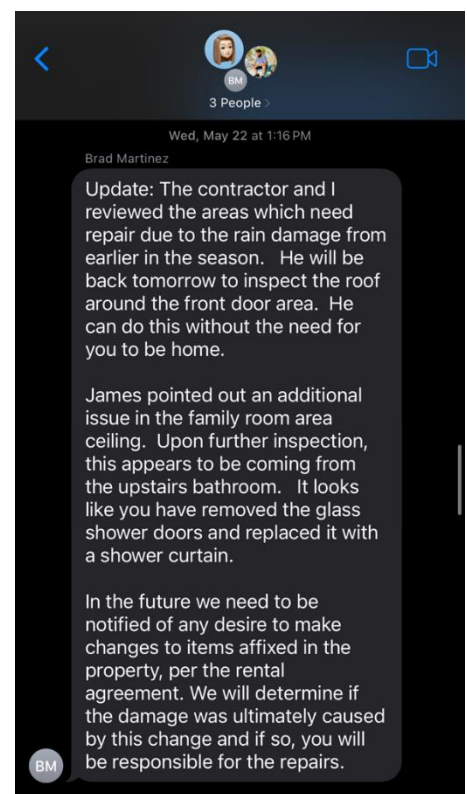
James pointed out an additional issue in the family room area ceiling. Upon further inspection, this appears to be coming from the upstairs bathroom. It looks like you have removed the glass shower doors and replaced it with a shower curtain.

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.

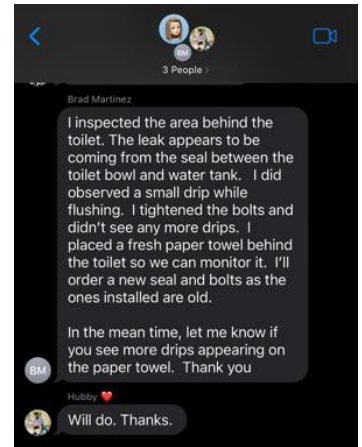
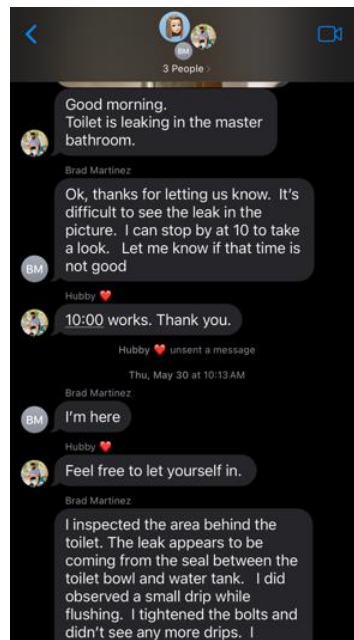
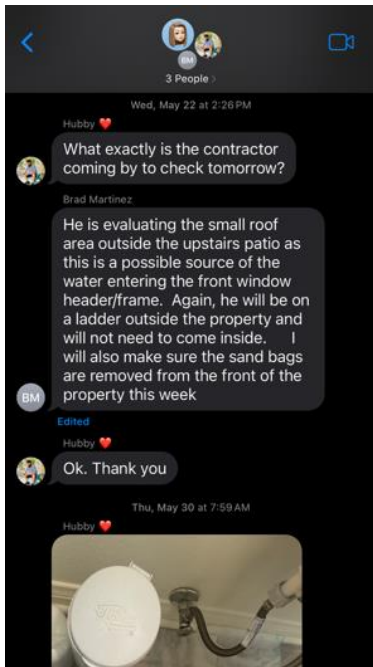
May 22, 2024 – My husband (James Burbank) follows up to ask what the contractor will be checking tomorrow. Landlord responds.

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



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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.

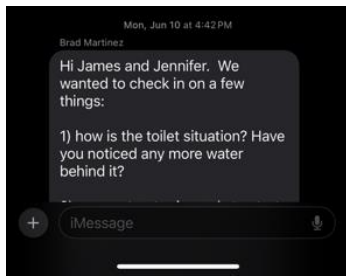
June 17, 2024 – Landlord (Brad Martinez) messages us to ask if they can open the front door to work on something, even though the repairs for this day were strictly outside. However, we agreed that he can open the door to make those repairs.

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.

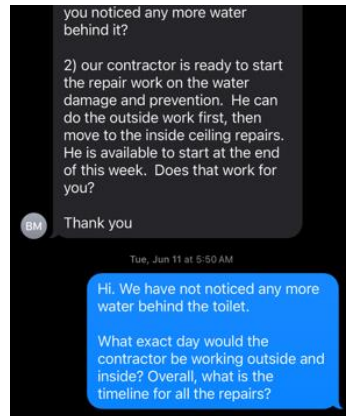
June 18, 2024 – I asked if the crew could not come on June 19 as originally scheduled because it was a holiday and I wanted to be home in peace. Vicki Martinez states the crew was able to finish that day.

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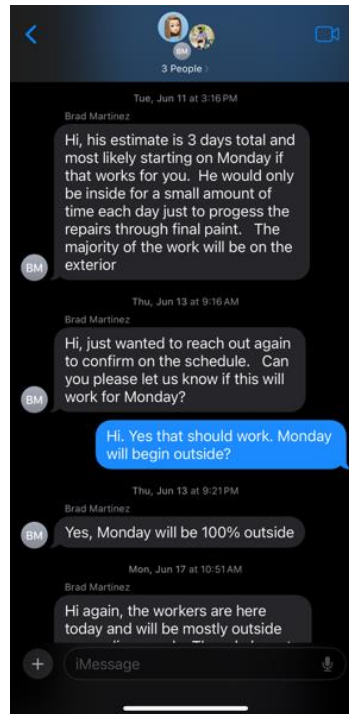
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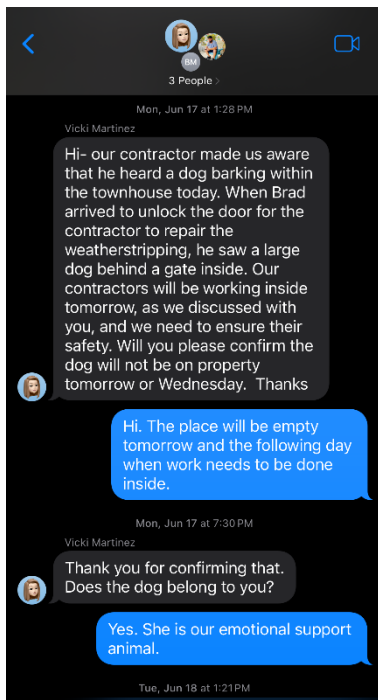
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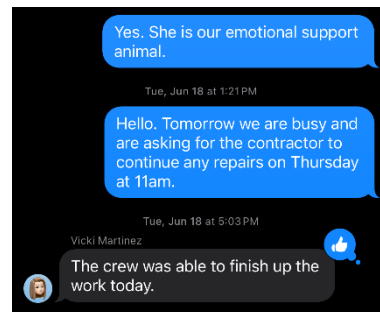
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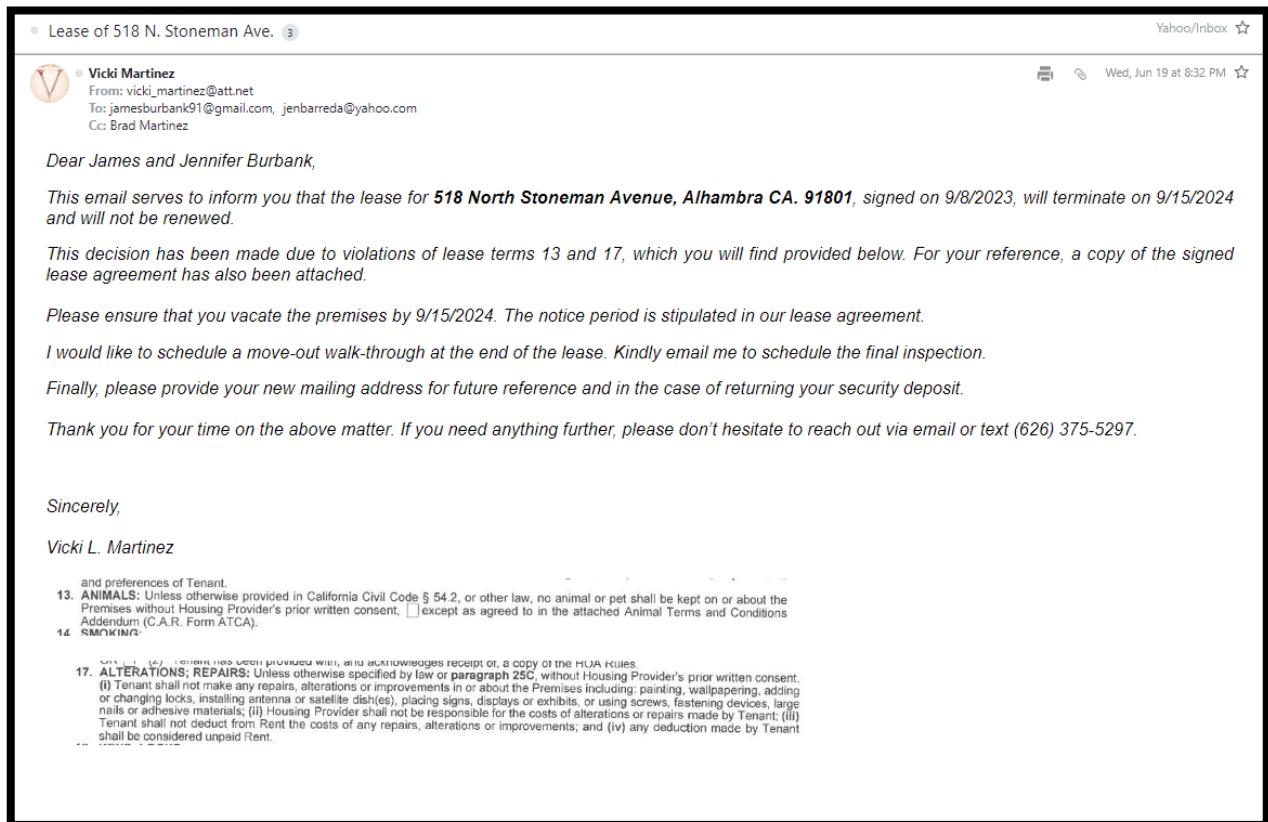


6.



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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.

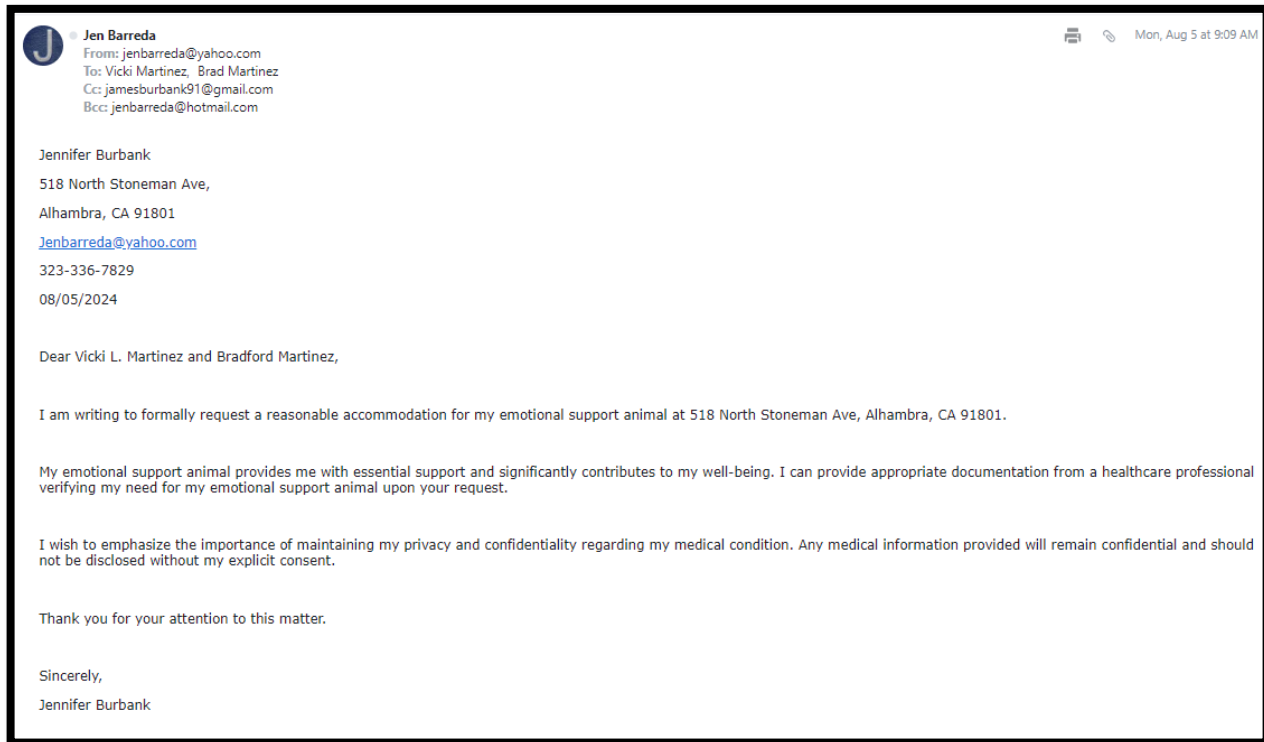


She included the Lease in the above email as well as the 2 screenshots of the lease that she referenced (13 & 17)

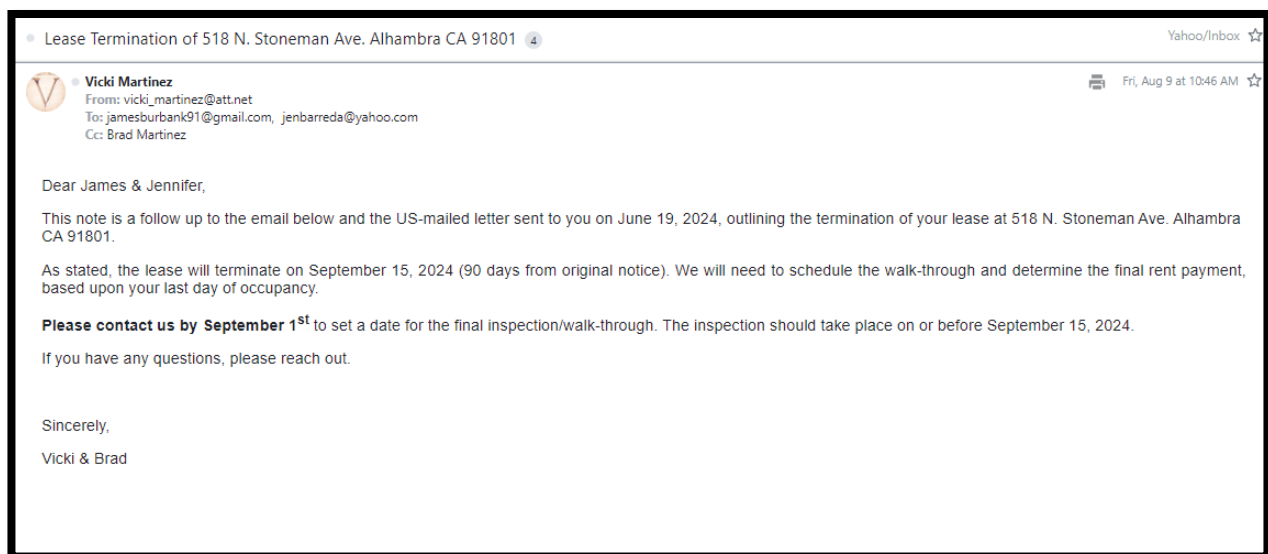
Between June 20, 2024 through August 5, 2024 – We are seeking assistance and guidance from any Tenant Rights groups, organizations, lawyers/attorneys, Housing Rights Center, attending virtual tenant right workshops, making calls to state and federal agencies, researching tenant rights and laws pertaining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

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

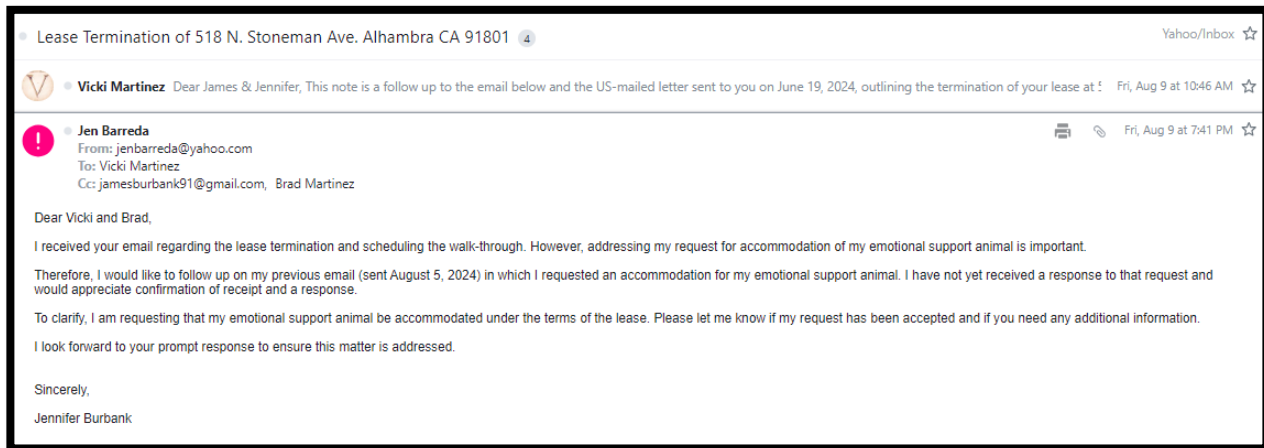


August 9, 2024 – Vicki Martinez sends this email (below). She does not reply to my email from Aug 5, 2024 (above). She begins a new email thread where she is now replying to her own original email, from June 19, 2024, completely ignoring my request for a reasonable accommodation. You can see the subject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

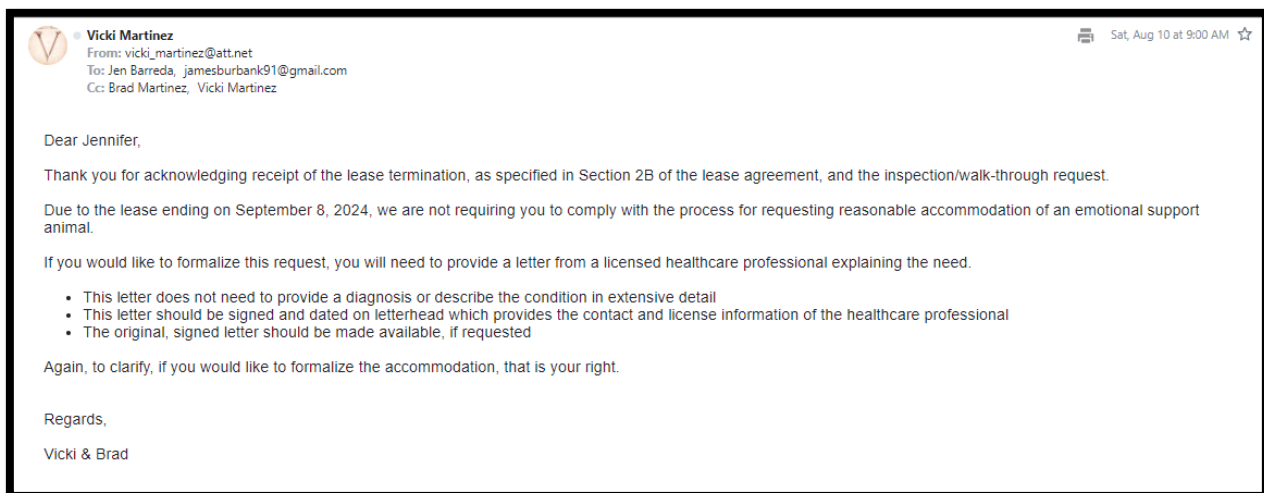


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August 9, 2024 – In this email I reply and ask that she follows up on the email I sent on Aug 5, 2024 which she hasn't addressed.

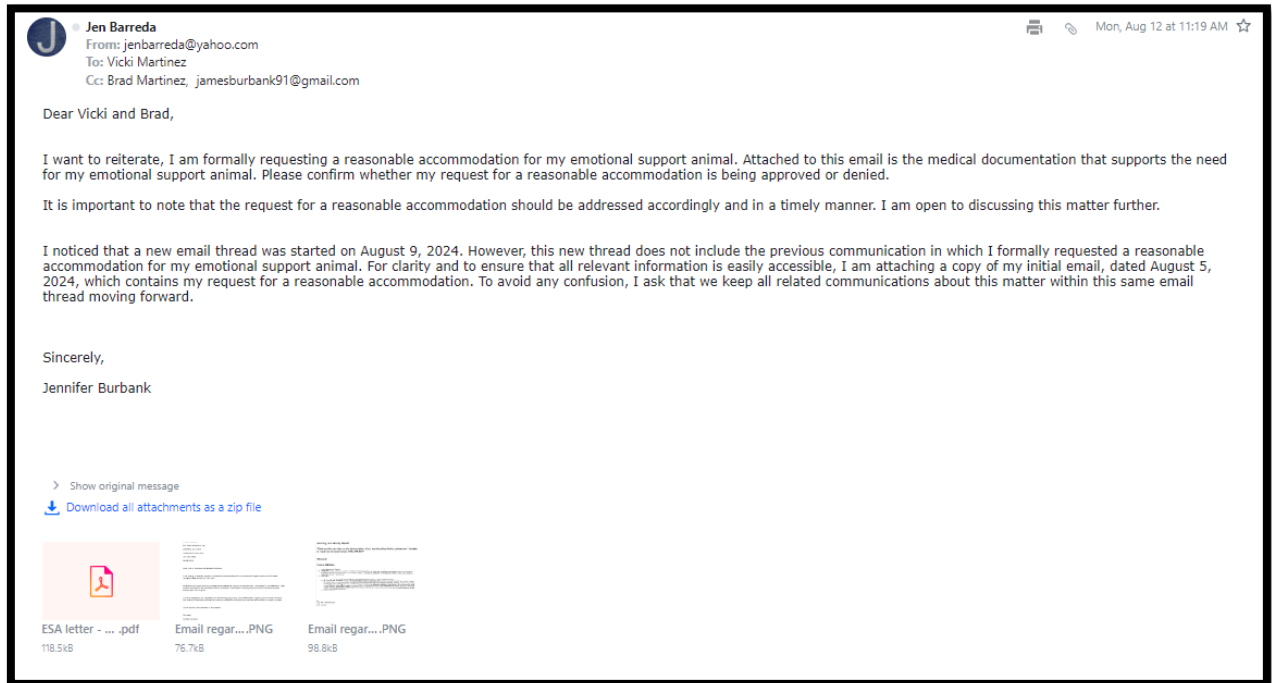


August 10, 2024 – Vicki responds to email and states that due to the lease ending on 9/8/2024, they are not requiring for me to comply with the process for requesting a reasonable accommodation of my emotional support animal, but that I can still submit medical documentation because that is my right. 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.

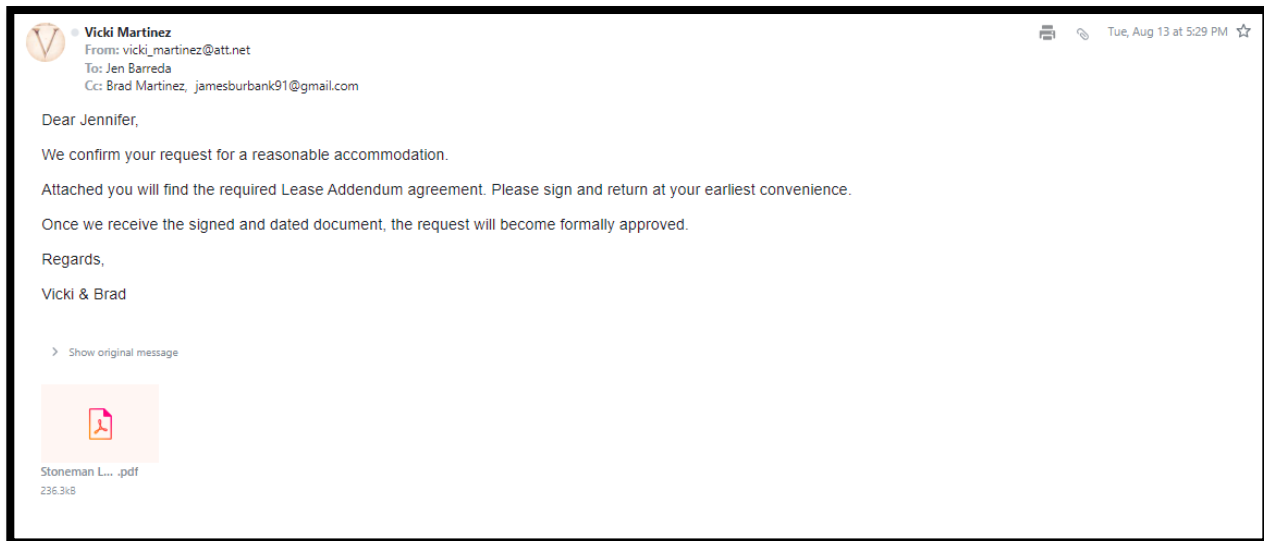


August 12, 2024 – I email to make the request again and this is when I noticed that this current email thread does not have my original request from August 5, 2024 because she replied to herself and started a new email thread. Coincidentally skipping my initial request. I attached my ESA letter and the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

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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 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 _____ Date: _____

Tenant (Signature): X _____ Date: _____

Housing Provider (Signature) X U Martinez Date: 8/13/24

Housing Provider (Signature) X B Martinez Date: 8/13/24

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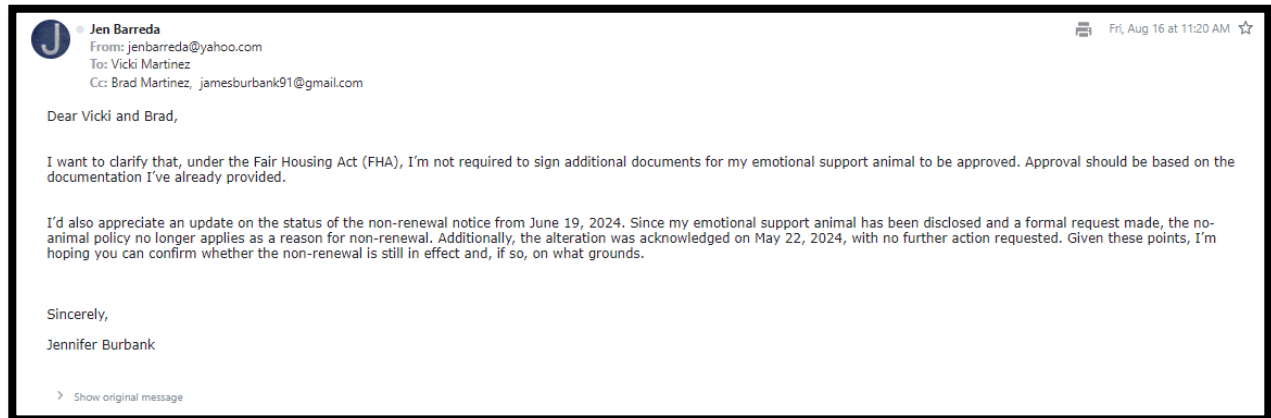


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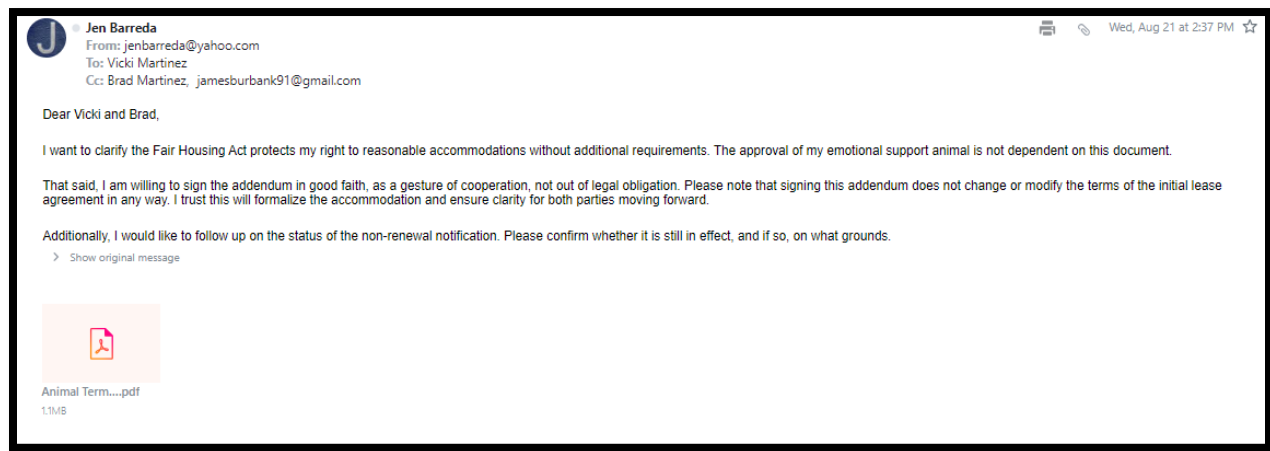
ANIMAL TERMS AND CONDITIONS ADDENDUM (ATCA PAGE 1 OF 1)

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

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



ANIMAL TERMS AND CONDITIONS ADDENDUM

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



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).

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 - ☐ 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): _____
 - ☒ 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.
 - ☐ a pet.
- 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.
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 - ☐ Tenant agrees to carry renter's insurance which includes coverage for pet ownership.
-

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

Tenant (Signature): X <u>[Signature]</u>	Date: <u>8/14/24</u>
Tenant (Signature): X <u>[Signature]</u>	Date: <u>8/14/24</u>
Housing Provider (Signature): X <u>[Signature]</u>	Date: <u>8/13/24</u>
Housing Provider (Signature): X <u>[Signature]</u>	Date: <u>8/13/24</u>

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ANIMAL TERMS AND CONDITIONS ADDENDUM (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.