On May 22, 2024, Brad Martinez and a contractor assessed water damage in the unit, which occurred in February 2024 near the front door. During the inspection, James pointed out brown discoloration and a patch that was peeling, on the ceiling in the dining room. Brad and the contractor were observing the ceiling and discussing. Brad can be heard saying “well we had a leak, there’s copper right here-ish, we’ve had a leak up there and it came down and dripped here and we had the leak fixed obviously…” This can be heard in Video 1. Brad and the contractor then inspected the restroom above the damaged ceiling. Later that day, Brad sent a text stating that the removal of the shower doors had been noticed and asked to be informed of future changes, but did not request restoration to the original condition (reinstalling the shower doors) or a lease violation notice. Brad also stated that if damages were found to be caused by the removal of the shower doors, we would be responsible for the damages. There has never been any follow-up discussion on what caused this damage on the ceiling and who or what is at fault. (See Text Message 1)

James called Brad after receiving the text message, and this call can be heard in Video 2 – Part A and Part B. James did not state that we were “waiting until the end of the lease to move out” or that we “would not be friendly moving forward.” James stated that “we are just trying to play out our lease and be happy and for everything to run smoothly even when it’s extremely inconvenient…" and emphasized the need to "protect ourselves" by documenting and making more official reports regarding maintenance issues moving forward to avoid being blamed for any maintenance or plumbing. There is no evidence in any communications (text messages, emails or audio/video) from James or myself stating that we “would not be friendly moving forward”. This is a lie being used in an attempt to justify their actions.

On May 30, 2024, the toilet in the master bedroom was leaking. James sent a text message, along with a photo, to Brad and Vicki regarding the issue (See Text Messages 2-5). At no point was the bidet mentioned, let alone as a lease violation, nor were we verbally or in writing informed that the bidet needed to be removed. The first time we were made aware that the bidet attachment was considered a lease violation and allegedly the reason for non-renewal of the lease and the initiation of a 90-day notice was through their summary through the CRD, nearly 7 months later.

On June 17, 2024, repairs were scheduled on the roof and according to Brad’s text message “Monday will be 100% outside”, but we received a text message from Brad asking if the contractor could open our front door to install new weatherstripping. We agreed to it. (See Text Messages 6-8)

In the afternoon of the same day, we received a text message from Vicki stating her concern about the contractor’s safety in the unit, due to her discovering a large dog in the unit. She asked

for me to confirm that the dog will not be on the property the following day (June 18, 2024) to which I confirmed that the unit would be empty. (See Text Message 9)

Later in the evening, Vicki sent a message asking, “Does the dog belong to you?” I responded, “Yes. She is our emotional support animal.” I did not receive a reply from either Vicki or Brad. There was no conversation about rearranging the start of the repairs, which proceeded as originally scheduled. Prior to this date, I had not requested an accommodation, and Brad and Vicki did not request any forms or documentation once they were made aware that the dog in question was my emotional support animal. (See Text Message 10)

On June 18, 2024, I sent a message to Brad and Vicki asking if the contractors could skip repairs on Wednesday, June 19, 2024 (due to the Holiday) and continue on Thursday, June 20, 2024. Vicki responded that the crew was able to finish the work on June 18, meaning repairs were completed on June 17 and June 18. At this time they still did not request any medical documentation or further discuss the emotional support animal, and I interpreted their silence as acceptance.

On June 19, 2024, just two days after disclosing that I had an emotional support animal, I received a non-renewal notice explicitly stating that my lease would not be renewed and it was due to violations of lease terms 13 (Animals) and 17 (Repairs/Alterations). Lease term 13 prohibits animals without prior written consent, and lease term 17 addresses repairs and alterations made to the unit. However, this email did not include an official lease violation notice for either lease violation, which would have provided an opportunity to cure the issue and resolve it. Our lease provides a Rent Cap and Just Cause Addendum which was signed by the respondents, and they failed to adhere to it. The non-renewal notice, which specifically cites my emotional support animal as a violation of the lease, is not only discriminatory but also retaliatory, as it is a direct consequence of disclosing that I have an emotional support animal. (See Email 1)

The respondents only allowed two days after the disclosure of my emotional support animal to label it a lease violation. They did not request medical documentation or initiate an interactive process as required under the Fair Housing Act. Additionally, our lease includes a Fair Housing and Discrimination Advisory in which the respondents read and signed, yet failed to adhere to.

From June 19, 2024, to August 5, 2024, I researched my tenant rights through various sources. With guidance from a counselor at the Housing Rights Center, I was advised to formally submit a request for a reasonable accommodation to Brad and Vicki, along with my medical documentation, if requested.

On August 5, 2024, I emailed Brad and Vicki to formally request an accommodation for my emotional support animal. However, my request was not acknowledged at the time. In their summary, they confirm receiving my request on August 5, 2024, which suggests they intentionally ignored and neglected the request. (See Email 2)

On August 9, 2024, I received an email from Vicki regarding the lease termination, scheduling a walk-through inspection, and determining the final payment based on our last day of occupancy. I asked Vicki to respond to my initial accommodation request, sent on August 5, 2024, and made a second request for accommodation for my emotional support animal in the same email. (See Emails 3-4)

On August 10, 2024, Vicki emailed to state that “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.” This email response confirms that my request is not being considered, even before receiving any medical documentations. The refusal to process the accommodation request solely based on the lease's expiration date is discriminatory, as reasonable accommodation requests should be considered regardless of the lease term. (See Email 5)

On August 12, 2024 I emailed Vicki to formally request an accommodation again for my emotional support animal and included my medical documentation, as requested. I noticed Vicki began a new email thread and my initial request for accommodation was not included in this current email thread, therefore I informed Vicki and sent screenshots of my initial request, dated August 5, 2024 (See Email 6, ESA Letter, and Photo 1 and 2)

On August 13, 2024 Vicki stated, “we confirm your request for a reasonable accommodation” and requested that I sign and date the “required Lease Addendum agreement” so that the request “will become formally approved.” This additional step to formally approve the request and to state that it is “required” created an unnecessary burden to delay the process, as additional forms are not “required” by the FHA. (See Email 7 and Attachment 1)

On August 16, 2024 I email Vicki to state that legally I am not obligated to sign additional documents under the FHA. I also asked for an update on the status of the non-renewal notice

from June 19, 2024 now that I have made a formal request, submitted medical documentation and the alleged lease violation of no animals, no longer applies. (See Email 8)

I do not receive a reply or response in any form from Vicki so I email again on August 21, 2024. I email Vicki to reiterate that I am not legally obligated to submit additional documents under the FHA and that approval of my emotional support animal is not dependent on this additional form but that I will sign and submit the Animal Addendum form in good faith. I again ask for clarification on the non-renewal notice and if it still stands and if so, on what grounds. (See Email 9 and Attachment 2)

On August 23, 2024, I received a notice from Vicki stating that my lease would not be renewed, and I was required to vacate the unit by September 8, 2024. This notice directly followed my formal request for reasonable accommodation, which included medical documentation and the animal addendum as requested. The notice did not indicate whether my request was approved or denied, nor did it provide a reason for any potential denial. Additionally, the vacate date was moved from September 15, 2024 (as stated in a June 19, 2024 email) to September 8, 2024, shortening the time by one week. This change occurred after I submitted my request for accommodation, strongly suggesting retaliation.

The notice cited lease violations for an unauthorized animal again and repairs or alterations made in the unit, despite my submission of necessary documentation and a formal request for accommodation. The respondents also included a document stating that the unit is exempt from AB 1482, which was not disclosed at the time of the lease signing. This late notice of exemption appears to be a justification for the non-renewal notice. However, the FHA supersedes any exemption and protects my rights as a tenant to request reasonable accommodation and to be free from discrimination and retaliation. (See Email 10 – Part A and B, and Attachment 3)

On August 25, 2024 the respondent and myself exchange multiple emails regarding this new notice due to the vacate date being shortened and the terms of the notice being different. (See Emails 11-15)

On August 26, 2024 the respondent confirms that the original notice of non-renewal with a vacate date of September 15, 2024 is the notice to follow. The respondent then offers to withdraw the notice and begin a month to month tenancy. (See Email 16)

On August 30, 2024 I agree to a month to month tenancy and request for respondent to provide written confirmation of the non-renewal being withdrawn. (See Email 17)

On August 31, 2024 the respondent confirmed the non-renewal notice had been withdrawn and stated rent was due September 1st. (See Email 18)