

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:

Dear Vicki and Brad,

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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

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Regards,

Vicki & Brad

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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.

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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,

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- 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.

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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.

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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.

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Cc: Brad Martinez brad_martinez@att.net

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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.

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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:**

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.

Enclosures (2):

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

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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

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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

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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

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From: Jen Barreda jenbarreda@yahoo.com 
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

JB

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> 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