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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JAMES BURBANK, an individual;
JENNIFER BURBANK, an individual;

Plaintiffs,

vs.

BRAD MARTINEZ, an individual; VICKI
MARTINEZ, an individual; GAIL D.
CALHOUN, as TRUSTEE of the GAIL D.
CALHOUN FAMILY TRUST; LOTUS
PROPERTY MANAGEMENT, INC.;
BRIAN GORDON, an individual; SALLY
GUTIERREZ, an individual; GRACE
CHENG, an individual; DOES 1 ~ 50,
inclusive;

Defendants.

Case No.: **24NNCV06082**

**COMPLAINT FOR DAMAGES AND
PENALTIES**

JAMES BURBANK and JENNIFER BURBANK, (hereinafter "Plaintiffs") alleges as follows.

1. Plaintiffs are residents and tenants of residential property located at 518 N STONEMAN AVENUE, ALHAMBRA, CALIFORNIA 91801 (hereinafter "The Property"). Plaintiff at all relevant times satisfied the provisions of the lease and was in lawful possession of the Property.
2. Plaintiffs took possession by written lease on or about September 8, 2023, and as obligated paid money in consideration of the obligations given and incurred.

1 3. This property is a condominium dwelling unit, rental property in Alhambra, California
2 used as an investment and money-making operation by the Defendant.

3 4. On information and belief, BRAD MARTINEZ, VICKI MARTINEZ, and GAIL D.
4 CLAHOUN TRUST are the legal owners of the Property. On information and belief, starting at
5 the beginning of the lease agreement, these defendants, at all material times, owned, managed
6 and controlled the Property.

7 5. The true names and/or capacities, whether individual, corporate, associate or otherwise,
8 of Defendant and Does 1 through 50, inclusive, are unknown to Plaintiff at this time, and who
9 therefore sues said Defendants by such fictitious names, Plaintiff is informed and believes and
10 thereupon alleges that each of the Defendants fictitiously named herein as a DOE is legally
11 responsible, negligently or in some other actionable manner, for the events and happenings
12 hereinafter referred to, and thereby proximately and legally caused the injuries and damages to
13 Plaintiff as hereinafter alleged, Plaintiff will ask leave of court to amend this Complaint to insert
14 the true names and/or capacities of such fictitiously named Defendants when the same have been
15 ascertained.

16 6. Upon information and believe at all times mentioned herein, Defendants and DOES were
17 the agent, employees, and representative of each other, and in doing the things hereinafter
18 alleged, was acting within the course and scope of such agency, service and representation, and
19 directed, aided and abetted, authorized or ratified each and every act and conduct hereinafter
20 alleged.

21 7. Upon information and belief, at all limes mentioned herein, Defendant was the co-
22 tortfeasor of each of the other Defendants in doing the things hereinafter alleged.

23 8. On November 14, 2023, just two months after the Plaintiffs took possession of the unit,
24 the Plaintiffs notified the Defendants BRAD MARTINEZ and VICKI MARTINEZ via text that
25 the first-floor restroom flooded and that the toilet was leaking a lot of water.

26 9. On November 21, 2023, the Defendants sent a plumber from Roto- Rooter to the
27 property to give them an estimate on repairing the toilet. The Defendants approved the estimate
28

1 and new wax seals were installed. However, after the new seals were installed, the toilet
2 continued to fill with water after it was flushed. The plumber suggested a new toilet be installed.

3 10. On November 22, 2023, Defendant BRAD MARTINEZ, arrived at the property with a
4 different plumber to install the new toilet.

5 11. On February 4, 2024, the Plaintiffs notified Defendants BRAD MARTINEZ and VICKI
6 MARTINEZ via text that there was a large amount of water inside, which appeared to be
7 rainwater coming through the front door, water was seeping through the floorboards and through
8 the tile in the bathroom, the patio sliding glass doors were leaking, and there was a large water
9 leak in the garage.

10 12. On February 5, 2024, Defendant BRAD MARTINEZ, arrived to place sandbags around
11 the property.

12 13. On February 13, 2024, Defendant BRAD MARTINEZ, arrived at the property to inspect
13 the water damage. The Defendant told the Plaintiffs that he did not detect any water damage.
14 However, the Plaintiffs noticed significant water damage to the baseboards, which were
15 separating from the wall. The Plaintiffs took photos and sent them to the Defendants. The
16 Defendants never responded.

17 14. On May 22, 2024, Defendant BRAD MARTINEZ arrived at the property with a
18 contractor to assess the water damage that occurred in February of 2024. The Defendant stated
19 that the contractor would return the following day to evaluate the roof.

20 15. On June 19, 2024, the Defendants sent an email to the Plaintiffs stating that the lease
21 agreement will terminate on September 15, 2024, and will not be reviewed.

22 16. On August 5, 2024, the Plaintiffs reached out to Defendants BRAD MARTINEZ and
23 VICKI MARTINEZ via email and asked for a reasonable accommodation for the Plaintiffs
24 emotional support animal.

25 17. On August 9, 2024, the Defendant VICKI MARTINEZ emailed the Plaintiffs again, that
26 their lease would be ending on September 15, 2024.

1 18. On August 9, 2024, the Plaintiffs reached out to the Defendants BRAD MARTINEZ and
2 VICKI MARTINEZ via email and asked that they follow up on the request for a reasonable
3 accommodation for the Plaintiffs emotional support animal.

4 19. On August 10, 2024, the Defendants responded to the Plaintiffs via email that they were
5 not requiring for the Plaintiffs to comply with the process for requesting a reasonable
6 accommodation of the Plaintiffs emotional support animal because the lease would be ending on
7 September 8, 2024.

8 20. On August 12, 2024, the Plaintiffs reached out to the Defendants BRAD MARTINEZ
9 and VICKI MARTINEZ and again, requested a reasonable accommodation for the Plaintiffs
10 emotional support animal.

11 21. On August 13, 2024, the Defendants BRAD MARTINEZ and VICKI MARTINEZ
12 contacted the Plaintiffs via email stating that the request for a reasonable accommodation for the
13 Plaintiffs emotional support animal was confirmed and ask that the Plaintiffs sign a Lease
14 Addendum.

15 22. On August 16, 2024, the Plaintiffs responded to the Defendants BRAD MARTINEZ and
16 VICKI MARTINEZ via email that under the fair Housing Act, they are not required to sign
17 additional documentation for their emotional support animal to be approved. As approval should
18 be based on the documentation the Plaintiffs provided. The Plaintiffs also ask for an update on
19 the non- renewal notice from June 19, 2024, since the no- animal policy would no longer apply
20 as a reason for non- renewal.

21 23. On August 19, 2024, the Plaintiffs reached out to the Defendants BRAD MARTINEZ
22 and VICKI MARTINEZ via email that they signed the Lease Addendum in good faith and again,
23 request an update on the non- renewal notice.

24 24. On August 22, 2024, the Plaintiffs filed an online complaint with the Los Angeles
25 Department of Public Health regarding mold at the property. Complaint # CO0431633.

26 25. On August 23, 2024, the Defendants BRAD MARTINEZ and VICKI MARTINEZ
27 contacted the Plaintiffs via email stating that the lease will terminate on September 8, 2024, and
28 that the unit was exempt from the Tenant Protection Act.

1 26. On August 25, 2024, the Plaintiffs reached out to the Defendants BRAD MARTINEZ
2 and VICKI MARTINEZ via email pointing out that they have received two different notices and
3 asking for clarity on which notice is current and should be followed.

4 27. Later that same day, the Defendants responded to the Plaintiffs via email that the correct
5 notice to follow is the August 23, 2024, notice with a move out date of September 8, 2024.

6 28. On August 26, 2024, the Defendants BRAD MARTINEZ and VICKI MARTINEZ send
7 an email to the Plaintiffs offering to withdraw the non- renewal notice and continue tenancy on a
8 month-to-month basis.

9 29. The Plaintiffs agreed to the month- to- month tenancy, and rent was to be due September
10 1, 2024.

11 30. On September 5, 2024, the Plaintiffs received an email from Defendant GRACE
12 CHENG, informing the Plaintiffs that the Defendants BRAD MARTINEZ and VICKI
13 MARTINEZ had contracted LOTUS PROPERTY SERVICES, INC to manage the property,
14 effective immediately. GRACE CHENG informed the Plaintiffs that the property management
15 company would be entering the unit to do an inspection of the unit on September 12, 2024.

16 31. On September 12, 2024, the Defendant SALLY GUTIERREZ arrived at the property
17 with an inspector from the property management company and conducted an inspection of the
18 property.

19 32. On September 17, 2024, the Defendant SALLY GUTIERREZ left a voicemail for the
20 Plaintiffs to schedule repairs from the issues found during the inspection for September 18, 2024.

21 33. On September 18, 2024, the Plaintiffs contacted Defendant SALLY GUTIERREZ to ask
22 if the contractor would be repairing only cosmetic things or if they plan to actually fix the issues.
23 The Defendant canceled the scheduled repairs for that day because the Plaintiffs expressed
24 concern about mold being present.

25 34. Later that same day, the Defendant SALLY GUTIERREZ contacted the Plaintiffs via
26 email and stated that she will have an air testing company test for mildew, but if the results came
27 back negative, the Plaintiffs would be responsible for paying for the test. The Plaintiffs did not
28 agree to this as they are not the ones responsible for the water damage.

1 35. On September 20, 2024, the Plaintiffs request maintenance through the online property
2 management portal to request keys to the mailbox that work, repair the weather stripping at the
3 front door, repair the master bathroom toilet that still leaks from the May 2024 issue, repair the
4 leaking pipe in the garage, repair the water damage, cracks in walls, peeling paint, and mold in
5 the stairwell near the garage, and a request for a comprehensive mold inspection in the unit from
6 all of the water damage.

7 36. On September 25, 2024, the Defendant SALLY GUTIERREZ emailed the Plaintiffs to
8 schedule a mold test for October 1, 2024, the Plaintiffs inform her that date does not work for
9 them and asks that it be done on a Wednesday or a Thursday. They come to an agreement and
10 the test is scheduled for October 2, 2024.

11 37. On September 26, 2024, the Plaintiffs receive the official housing discrimination
12 complaint filed by Housing and Urban Development (HUD) and the Civil Rights Department
13 (CRD) via certified mail. The Defendants BRAD MARTINEZ and VICKI MARTINEZ also
14 received a copy.

15 38. On September 28, 2024, a plumber arrived at the property and inspected the unit but
16 made no repairs.

17 39. On October 2, 2024, the Defendant SALLY GUTIERREZ arrived at the property with a
18 technician to conduct an air test for mold. The Plaintiffs were informed by the technician that
19 this was just a preliminary mold test, and the Plaintiffs asked the Defendant if they could pay for
20 a more comprehensive mold test themselves, the Defendant said she would ask the homeowners.

21 40. On October 9, 2024, the Plaintiffs contacted the Defendant SALLY GUTIERREZ via
22 email to follow up on the mold test and the plumber who inspected the unit on September 28,
23 2024.

24 41. That same day, the Plaintiffs filed another maintenance request through the online portal
25 because they noticed more water in the same area by the front door.

26 42. On October 15, 2024, the Defendant SALLY GUTIERREZ emailed the Plaintiffs the
27 results of the mold air test, which the Defendant claims did not detect any elevated levels of
28 moisture.

1 43. On October 16, 2024, the Defendant SALLY GUTIERREZ and a plumber arrive at the
2 property to inspect the areas of concern. No work was performed.

3 44. On October 17, 2024, the Plaintiffs contact Defendant SALLY GUTIERREZ via email to
4 inquire if any work is going to be done, as thus far, it has been a lot of inspections, and the
5 Plaintiffs are beginning to grow very frustrated as the Defendants appear to be delaying the
6 repairs on purpose.

7 45. On October 22, 2024, the Plaintiffs again, request maintenance through the online portal
8 for the water leak at the front door. They ask the Defendants to figure out why the water is
9 entering the unit and to address the underlying issue.

10 46. That same day, the Plaintiffs follow up with the Defendant SALLY GUTIERREZ via
11 email regarding the October 17, 2024, email that Plaintiffs had sent to her.

12 47. Later that same day, the Plaintiffs received an email thread from the Defendants SALLY
13 GUTIERREZ, VICKI MARTINEZ, BRAD MARTINEZ and GAIL CALHOUN, where the
14 Plaintiffs are being accused of not cooperating with the inspector from LOTUS PROPERTY
15 SERVICES INC.

16 48. On October 24, 2024, the Plaintiffs hire a home inspector to inspect the unit.

17 49. That same day, the Plaintiffs receive an email from Defendant GRACE CHENG stating
18 that the Defendant BRIAN GORDON, owner of LOTUS PROPERTY SERVICES INC, has
19 been trying to contact them to discuss this situation with them.

20 50. On October 24, 2024, the Plaintiffs receive a call from the Los Angeles Department of
21 Public Health (LADPH) to schedule an inspection of the unit.

22 51. That same day, the inspector from the Los Angeles Department of Public Health
23 (LADPH) arrives at the property to inspect the unit. The inspector states that she cannot take
24 photos or swab any of the areas of concern for mold. The inspector did note that she found
25 peeling paint on the windowsill in the living room, she made a report and would be sending it to
26 the homeowners.

27 52. On October 28, 2024, the Plaintiffs received a call from the Defendant BRIAN
28 GORDON, the owner of the property management company, LOTUS PROPERTY SERVICES,

1 INC, the Defendant told the Plaintiffs that speaking to him was a “last resort”, as the
2 homeowners are ready to give them a 60- day notice to vacate. The Plaintiffs informed him that
3 they would prefer this conversation be in writing so an email would work better for them. The
4 Defendant does not agree and says he will be calling the following day at 6pm.

5 53. On October 29, 2024, the Defendant BRIAN GORDON, called the Plaintiffs and stated
6 that he had reviewed their tenant file and since they have had over ten maintenance requests, he
7 is ready to hand the property back over to the homeowners, and the Defendants BRAD
8 MARTINEZ and VICKI MARTINEZ, are within their right to serve the Plaintiffs with a 60-
9 Day notice. The Plaintiffs felt they were being threatened and felt very intimidated by the
10 Defendant throughout this conversation.

11 54. On October 30, 2024, the Plaintiffs received a call from First Reliable Maintenance
12 regarding making repairs for the violation the Defendants, BRAD MARTINEZ and VICKI
13 MARTINEZ received from the Los Angeles Department of Public Health (LADPH). The
14 Plaintiffs agree for a technician to come to the property on November 1, 2024.

15 55. On November 1, 2024, the technician from First reliable Maintenance hired by the
16 Defendants, never arrived at the property. The Plaintiffs emailed the Defendants SALLY
17 GUTIERREZ and GRACE CHENG to inform them that the technician did not show.

18 56. On November 4, 2024, the Plaintiffs contacted the Defendants SALLY GUTIERREZ and
19 GRACE CHENG to follow up on the email they sent on November 1, 2024.

20 57. That same day, the Plaintiffs received a call from First Reliable Maintenance to schedule
21 another appointment to make repairs for the violation the Defendants, BRAD MARTINEZ and
22 VICKI MARTINEZ received from the Los Angeles Department of Public Health (LADPH). The
23 representative from First Reliable Maintenance said that the technician did arrive but that the
24 repair was not done due to the Plaintiffs.

25 58. The Plaintiffs informed the representative from First Reliable Maintenance that no
26 technician arrived at the property and that their front doorbell camera can prove this. The
27 Plaintiffs also informed her that they never received a call, email or text message from any
28 technician on the day they were scheduled to arrive.

59. The Plaintiffs agreed to reschedule service for November 6, 2024.

60. The technician from First Reliable Maintenance never showed again for the second time.

61. On November 11, 2024, the Plaintiffs receive a call from the same representative from First Reliable Maintenance asking if the technician could come and do the repairs that Defendant LOTUS PROPERTY SERVICES, INC had requested be done. The Plaintiffs ask what repairs would be taking place and the representative states that they would be fixing screens in the second bedroom, replacing blinds in the second bedroom, replace the toilet in the master bathroom, and change hinges in the laundry room cabinets.

62. Later that same day, the technician from First Reliable Maintenance arrived at the property and replaced the screen in the second bedroom, inspected the toilet in the master bathroom and found that it needed new bolts and seals, and inspected the blinds and took measurements. The technician left to go to Home Depot to get the necessary items to make the needed repairs.

63. Those repairs were not completed.

64. On November 14, 2024, the Plaintiffs received a call from the Defendant BRAIN GORDON, owner of Defendant LOTUS PROPERTY SERVICES, INC, informing the Plaintiffs that as of November 30, 2024, they will no longer be managing the unit.

65. That same day, the Plaintiffs received a call from Platinum Windows and Showers to schedule a maintenance appointment to fix a crack in a window in a bathroom. The Plaintiffs did not make this maintenance request, and when they asked the representative who made this request, she stated the Defendant LOTUS PROPERTY SERVICES, INC did.

66. The Plaintiffs agreed to the maintenance request, and it was scheduled for November 16, 2024.

67. On November 16, 2024, the technician never arrived at the property, and no one ever called, email or text messaged them. The Plaintiffs reached out to Platinum Windows and Showers and the representative stated she would contact the technician and call the plaintiffs back.

68. The technician never called the Plaintiffs back, and no work was done.

69. On November 19, 2024, the Plaintiffs emailed the Defendants BRIAN GORDON, SALLY GUTIERREZ, GRACE CHENG, BRAD MARTINEZ, and VICKI MARTINEZ regarding the maintenance that was scheduled by Platinum Windows and Showers but never completed as the technician never arrived. Also CC'd on this email was Lauren Witham, mediator from the California Civil Rights Department.

70. At the time of this filing, this is still an ongoing issue.

71. During all relevant dates herein, Plaintiff stayed at the Premises on information and belief. Plaintiff has suffered based upon the conduct of the Defendant. Plaintiff is suffering stress, anxiety, shame, and concern for her well-being and safety.

72. At multiple times the Plaintiff, and or 3rd parties, noticed and documented conditions, including but not limited to:

- a) non-maintenance; ((Civ Code § 1941.1(a)(6); Civ Code § 51 et seq;))
- b) mold; ((California Health and Safety Code § 17920.3(a){13}, California Health and Safety Code § (17920.10))
- c) effective waterproofing of roof; ((California Health and Safety Code § 17920.3(c){2}))

73. Plaintiffs and 3rd parties notified the Defendant about the above violations; but Defendant failed to take any action.

74. On information and belief, the Defendant is an experienced property owner and manager of residential property throughout Los Angeles County and is aware that construction done without permits and inspections, that serious habitability violations would develop that would seriously and materially impact one's tenancy in affected units.

75. Despite notice of the offending and illegal conditions, defendant refused to accept any responsibility or act reasonably to address them.

76. Plaintiff has incurred thousands of dollars dealing with and trying to remedy the conditions at the Property and the conduct of the Defendant.

FIRST CAUSE OF ACTION
(Tortious Breach of Warranty of Habitability)

1 77. Plaintiff re-alleges and incorporates by reference every allegation contained in the
2 preceding paragraphs of this Complaint as though set forth herein.

3 78. The defective conditions alleged herein constitute violations of state and local housing
4 laws and posed severe health and safety hazards and breached the implied warranty of
5 habitability.

6 79. Defendant had actual and constructive notice of the defective conditions alleged herein,
7 but despite such notice, failed to adequately repair and abate the conditions at The Property.

8 80. Plaintiff did not cause, create or contribute to the existence of the defective conditions
9 alleged herein.

10 81. By failing to correct said defective conditions, Defendant has breached the warranty of
11 habitability implied in all rental contracts under California law.

12 82. Defendant knew or should have known that permitting said defective conditions to exist
13 threatened the physical and emotional health and well-being of Plaintiff and posed a serious
14 threat and danger to her health and safety.

15 83. As a direct and proximate result of Defendants' breach of the warranty of habitability
16 Plaintiff has sustained special, general and property damage in amounts to be determined at trial.

17 **SECOND CAUSE OF ACTION**
18 **(Breach of the Covenant of Quiet Enjoyment)**

19 84. Plaintiff re-alleges and incorporates by reference every allegation contained in the
20 preceding paragraphs of this Complaint as though set forth herein.

21 85. Implied in the rental agreement between Defendant and Plaintiff is a covenant that the
22 Defendant would not and will not interfere with Plaintiff's quiet enjoyment of The Property
23 during the term of their respective tenancies. This covenant of quiet enjoyment is codified in
24 California Civil Code Section 1927.

25 86. Leasing Defendant has breached the implied covenant of quiet enjoyment as alleged
26 herein, including, but not limited to failure and refusal to repair the alleged habitability violations
27 and to maintain The Property in a habitable condition and in a condition consistent with the
28 purpose for which it was rented.

1 87. Defendant has further breached the implied covenant of quiet enjoyment as alleged herein
2 by failing to address the concerns.

3 88. As a direct and proximate result of Defendants' breach of the covenant of quiet
4 enjoyment, the value of the leasehold held by Plaintiff has been materially diminished.
5 Consequently, Plaintiff has been damaged in an amount to be established at trial.

6 89. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained general,
7 special and property damages, civil penalties, with amounts to be determined at trial.

8 **THIRD CAUSE OF ACTION**
9 **(Nuisance)**

10 90. Plaintiff re-alleges and incorporates by reference every allegation contained in the
11 preceding paragraphs of this Complaint as though set forth herein.

12 91. The conditions of The Property that Defendant negligently and intentionally caused to
13 exist constitute a nuisance within, but not limited to the meaning of Civil Code Section 3479 in
14 that said conduct is and are intentional, and injurious to the health and safety of Plaintiff,
15 indecent and offensive to the senses of Plaintiff and did and continue to interfere substantially
16 with Plaintiff's comfortable enjoyment of The Property.

17 92. Such nuisances have been and are ongoing.

18 93. Such nuisances have caused, and will continue to cause in the future, Plaintiff to suffer
19 general and special damages.

20 94. Pursuant to Civil Code Section 3501 et seq, Plaintiff request civil remedies and penalties.

21 95. Further, the dangerous and defective conditions at The Property constituted a nuisance,
22 and deprives Plaintiff of the safe, healthy, and comfortable use of the premises.

23 96. Defendants failed to adequately abate the nuisance(s) as required by law. As a direct and
24 proximate result thereof, Plaintiff has sustained general, special, and property damage in
25 amounts to be determined at trial.

26 **FOURTH CAUSE OF ACTION**
27 **(Business & Professions Code § 17200 et seq.)**
28

1 97. Plaintiff re-alleges and incorporates by reference every allegation contained in the
2 preceding paragraphs of this Complaint as though set forth herein.

3 98. Defendant engaged in unlawful and unfair business practices prohibited by California
4 Business & Professions Code § 17200, et seq. by virtue of the foregoing acts and omissions. By
5 illegally demanding rent for a substandard property and intentionally skirting his legal
6 obligations under California law and statutes regarding the condition of the Property.

7 99. Defendant received an unfair business advantage over those Property Owners and
8 Landlords who follow the law and engage in lawful property management. By failing to abide by
9 the law, and not having to incur the expenses of upkeep and proper remediation, the Defendant
10 made more money than similarly situated yet law-abiding, responsible, property owners.

11 100. Plaintiff was harmed as a result of said practices by paying monthly rent for the unit with
12 material deficiencies and ongoing harassment and nuisance.

13 101. The foregoing acts and omissions were and are the regular business practices of the
14 Defendant at The Property.

15 102. As a direct and proximate result of the aforementioned acts and omissions, the
16 Defendants have been unjustly enriched at the expense of Plaintiff, and Plaintiff is entitled to
17 restitution in an amount to be proven at trial.

18 **FIFTH CAUSE OF ACTION**
19 **(Negligence)**

20 103. Plaintiffs re-alleges and incorporates by reference every allegation contained in the
21 preceding paragraphs of this Complaint as though set forth herein.

22 104. As owners, operators and managers of The Property, the Defendant owed Plaintiffs the
23 duty to exercise reasonable care in the ownership, management and control of The Property.

24 105. These duties owed by Defendant to Plaintiffs to exercise reasonable care include, but are
25 not limited to: the duty to refrain from interfering with Plaintiff's full use of and quiet enjoyment
26 of their rented premises; the duty to comply with all applicable state and local laws governing
27 Plaintiff's rights as tenants; the duty to maintain Plaintiff's premises in a safe, healthy and
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1 habitable condition for the entire term of Plaintiff's tenancy and the duty to not obstruct
2 Plaintiff's full use and occupancy of their rented residences.

3 106. Defendant, by the conduct alleged above, so negligently and carelessly maintained,
4 operated, and managed The Property as to breach the duties that he owed to Plaintiffs.

5 107. As a proximate result of the above-mentioned conduct, Plaintiff suffered general
6 damages, including, but not limited to property damage, emotional distress and pain, suffering,
7 and inconvenience.

8 108. As a further proximate result of the above-mentioned conduct, Plaintiffs suffered special
9 damages, including, but not limited to medical expenses, to be determined at trial.

10 **SIXTH CAUSE OF ACTION**
(Breach of Contract)

11 109. Plaintiffs re-alleges and incorporates by reference every allegation contained in the
12 preceding paragraphs of this Complaint as though set forth herein.

13 110. The Lease Agreements constitute valid contracts in writing between Plaintiff, and
14 Defendant.

15 111. Plaintiffs have, in good faith, performed all of his respective obligations and duties as a
16 tenant under the terms and conditions of the Lease Agreements.

17 112. As a further condition and promise contained in the lease, was Plaintiff's contemplated
18 use and quiet enjoyment of the property.

19 113. Defendants, by and through the conduct alleged herein breached the Lease Agreement.

20 114. As a proximate result of the above-mentioned conduct, Plaintiff suffered damages in an
21 amount to be determined at trial.

22 **SEVENTH CAUSE OF ACTION**
23 **(Declaratory Relief)**

24 115. Plaintiffs re-alleges and incorporates by reference every allegation contained in the
25 preceding paragraphs of this Complaint as though set forth herein.

26 116. Addendum No. 1, Paragraph 2 of the lease agreement states, "Tenants acknowledge that
27 the studio (B) is un- permitted and release any and all liability from the Housing Provider and
28 Broker, as it is not a habitable unit."

1 117. As a proximate result of the above-mentioned conduct, Plaintiffs suffered general
2 damages, including, but not limited to property damage, emotional distress and pain, suffering,
3 and inconvenience.

4 118. As a further proximate result of the above-mentioned conduct, Plaintiffs suffered special
5 damages, to be determined at trial.

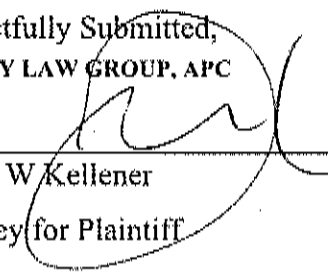
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10 **WHEREFORE, Plaintiff prays for the following damages and relief:**

- 11 (1) For general, special and property damage in an amount to be determined at trial;
12 (2) For punitive damages;
13 (3) For statutory damages and restitution;
14 (4) For Costs of suit;
15 (5) For such other relief as the Court may deem just and proper.
16

17
18 Dated November 24, 2024

Respectfully Submitted,
DIGNITY LAW GROUP, APC

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20 By:

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22 Joseph W. Kellener
23 Attorney for Plaintiff
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EXHIBIT A



CALIFORNIA
ASSOCIATION
OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/21)



COLDWELL BANKER
REALTY

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.
To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.
To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

Buyer ☐ Seller ☐ Landlord ☒ Tenant

Jennifer Burbank Date 9/4/23

Buyer ☐ Seller ☐ Landlord ☒ Tenant

James Burbank Date 9/4/23

Agent Coldwell Banker Realty
Real Estate Broker (Firm)

DRE Lic. # 00616212

By Johnny Aragon
(Salesperson or Broker-Associate, if any)

Johnny Aragon DRE Lic. # 02066422

Date 9/4/23

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AD REVISED 12/21 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

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518 N Stoneman



CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): <input type="checkbox"/> the seller; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Seller's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): <input type="checkbox"/> the Seller's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		
Buyer's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): <input type="checkbox"/> the buyer; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Buyer's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): <input type="checkbox"/> the Buyer's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller.

(b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c)

"Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered.

(d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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518 N Sturtevant



CALIFORNIA
ASSOCIATION
OF REALTORS®RESIDENTIAL LEASE OR
MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form RLMM, Revised 6/23)

COLDWELL BANKER
REALTY

Date 09/04/2023, James Steven Burbank, Jennifer Burbank ("Tenant")
and Bradford M. Martinez, Vicki Lynn Martinez Rental Property Owner, Authorized Broker
or Agent, or Property Manager ("Housing Provider"), agree as follows ("Agreement").

1. PROPERTY:

- A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as:
518 N Stoneman Ave., Alhambra, California 91801 ("Premises").
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: James Steven Burbank, Jennifer Burbank, Jayden Burbank, Jameson Burbank.
Any person in the Premises, other than those listed in this paragraph are considered guests. Guests are not permitted to stay more than 14 (or ☐) days without Housing Provider's written consent.
- C. The following personal property, maintained pursuant to paragraph 11, is included: Refrigerator, range, dishwasher, washer, dryer or ☐ (if checked) the personal property on the attached addendum is included.
- D. The Premises may be subject to a local rent control ordinance

2. TERM: The term begins on (date) 09/08/2023 ("Commencement Date"). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.

(Check A or B):

- ☐ A. Month-to-Month: This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- ☒ B. Lease: This Agreement shall terminate on (date) 09/08/2024 at 11:59 pm ☐ AM/ ☒ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by any rent increase cap or just cause eviction control under any state or local law; or (iii) Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$3,250.00 per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or 1) day of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.

D. PAYMENT:

- (1) Rent shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, made payable to _____, ☐ wire/electronic payment to _____ or ☒ other Zelle (626) 375-5298. Payment via electronic apps such as PayPal or Venmo will not ☒ will be accepted.
- (2) Rent shall be delivered to (name) Brad Martinez (whose phone number is) (626)375-5298 at (address) _____ (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and ☐ if checked, rent may be paid personally, between the hours of _____ and _____ on the following days _____)
- (3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by ☐ money order, or ☒ cashier's check.

- E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$3,250.00 as a security deposit. Security deposit will be ☒ transferred to and held by the Owner of the Premises, or ☐ held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.

Tenant's Initials X JB / X - 3Housing Providers Initials X JB / X VM

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RLMM REVISED 6/23 (PAGE 1 OF 9)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 1 OF 9)

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518 N Stoneman



Premises: **518 N Stoneman Ave. Alhambra, California 91801**Date: **09/04/2023**

- C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.
5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by ☐ personal check, ☐ money order, ☒ cashier's check, or ☐ wire/electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from 09/08/2023 to 10/08/2023 (date)	\$3,250.00		\$3,250.00	09/05/2023	Brad & Vicki Martinez
*Security Deposit	\$3,250.00		\$3,250.00		
Other					
Other					
Total \$6,500.00	\$6,500.00		\$6,500.00	09/05/2023	

* The maximum amount of security deposit, however designated, cannot exceed two months' Rent for an unfurnished premises, or three months' Rent for a furnished premises, in addition to any rent for the first month paid on or before initial occupancy. This limitation does not prohibit the payment of "advance rent" of not less than six months' rent if the term of the lease is six months or longer.

6. **LATE CHARGE; RETURNED CHECKS:**

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within 5 (or ☐) calendar days after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of \$ ☐ or **5,000** % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under paragraph 3 nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**

- ☒ A. Parking is permitted as follows: **within attached 3 car garage, 1 assigned guest spot**

The right to parking ☒ is ☐ is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ ☐ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in paragraph 8.

OR ☐ B. Parking is not permitted on the real property of which the Premises is a part.

8. **STORAGE: (Check A or B)**

- ☐ A. Storage is permitted as follows: **within the attached 3 car garage, except for storage closet within the 3 car garage.**

The right to separate storage space ☐ is, ☒ is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ ☐ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR ☐ B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: **gas, electricity** except **HOA fees, water, trash**, which shall be paid for by Housing Provider, or ☐ as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

- ☐ A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.
- ☐ B. **Gas Meter:** The Premises does not have a separate gas meter.
- ☐ C. **Electric Meter:** The Premises does not have a separate electrical meter.

10. **CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

- ☐ A. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).

Tenant's Initials **X CB IX JE**

Housing Providers Initials **X [Signature]**

RLMM REVISED 6/23 (PAGE 2 OF 9)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 2 OF 9)

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518 N Stoneman



Premises: 518 N Stoneman Ave., Alhambra, California 91801Date: 09/04/2023

- B. (i) Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII) within 3 days after execution of this Agreement; ☐ prior to the Commencement Date; ☐ within 3 days after the Commencement Date. (ii) Tenant shall complete and return the MII to Housing Provider within 3 (or ☐) days after Delivery. Tenant's failure to return the MII within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MII.
- ☒ C. Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within 3 (or ☐) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
- ☐ D. Other: _____

11. MAINTENANCE USE AND REPORTING:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for any additional phone lines beyond the one line and jack that Housing Provider shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Housing Provider, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B. ☐ Housing Provider ☐ Tenant shall water the garden, landscaping, trees and shrubs, except: _____
- C. ☐ Housing Provider ☐ Tenant shall maintain the garden, landscaping, trees and shrubs, except: _____
- D. ☐ Housing Provider ☒ Tenant shall maintain planters within patio and any personal addition such as herb garden, flowers etc
- E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to paragraphs 11B, 11C, and 11D.
- F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- G. The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them: _____
- H. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.
- I. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.
- 12. NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements 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:**
- A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
- B. The Premises or common areas may be subject to a local non-smoking ordinance.
- C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises. ☐ Smoking of the following substances only is allowed: _____

15. RULES/REGULATIONS:

- A. Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
- B. (If applicable, check one)
- ☐ (1) Housing Provider shall provide Tenant with a copy of the rules and regulations within _____ days or _____
- OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. ☒ (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

- A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is Stoneman Court. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Housing Provider for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant or Housing Provider shall have the right to deduct such amounts from the security deposit.

Tenant's Initials X JB Housing Providers Initials DS VM

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 3 OF 9)Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

518 N Stoneman



Premises: 518 N Stoneman Ave., Alhambra, California 91801Date: 09/04/2023

- B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in paragraph 5, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.
- C. (Check one)

☒ (1) Housing Provider shall provide Tenant with a copy of the HOA Rules within days or 09/08/2023

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA 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.

18. **KEYS; LOCKS:**

- A. Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☒ 09/08/2023):

<input checked="" type="checkbox"/> 2	key(s) to Premises,	<input checked="" type="checkbox"/> 2	remote control device(s) for garage door/gate opener(s),
<input checked="" type="checkbox"/> 1	key(s) to mailbox,		
	key(s) to common area(s),		

- B. Tenant acknowledges that locks to the Premises ☐ have, ☒ have not, been re-keyed.

- C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. **ENTRY:**

- A. Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Housing Provider, Broker and Interested Persons may take photos of the Premises.

- B. Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows:

- (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice.
- (2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers.
- (3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.
- (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.

- C. ☐ (if checked) Tenant authorizes the use of a key safe/lockbox to allow entry into the Premises and agrees to sign a key safe/lockbox addendum (C.A.R. Form KLA).

20. **PHOTOGRAPHS AND INTERNET ADVERTISING:**

- A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Housing Provider has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Tenant is advised to store or otherwise remove from view, anything of a personal nature which Tenant would not want to appear in any Images, including but not limited to, family photos, documents, or other valuables.

- B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Housing Provider has control over who views such Images nor what use viewers may make of the Images.

21. **SIGNS:** Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.

22. **ASSIGNMENT; SUBLETTING:**

- A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Housing Provider, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Housing Provider an application and credit information for Housing Provider's approval and, if approved, sign a separate written agreement with Housing Provider and Tenant. Housing Provider's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

- B. This prohibition also applies (☐ does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.

- C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

23. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

Tenant's Initials X JB IX JB

Housing Providers Initials X [Signature] IX [Signature]



Premises: **518 N Stoneman Ave., Alhambra, California 91801**Date: **09/04/2023****24. POSSESSION:**

A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within 5 (or ☐) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.

OR (2) Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.

B. ☐ Tenant is already in possession of the Premises.

25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:

A. Upon termination of this Agreement, Tenant shall: (i) give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Housing Provider in the same condition as referenced in **paragraph 10**; (v) remove all debris; (vi) give written notice to Housing Provider of Tenant's forwarding address; and (vii)

B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NIT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

26. BREACH OF CONTRACT; EARLY TERMINATION: In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.

27. TEMPORARY RELOCATION: Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

28. DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.

29. INSURANCE:

A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.

B. Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: (i) an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.

C. ☐ Tenant shall obtain liability insurance, in an amount not less than \$, naming Housing Provider and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.

30. WATERBEDS/PORTABLE WASHERS: Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises ☐ Portable Dishwasher ☐ Portable Washing Machine.

31. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

32. NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Housing Provider:

Tenant:

33. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within 3 days after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

Tenant's Initials *X JB**X JB*Housing Providers Initials *X [Signature]**X [Signature]**X [Signature]**X [Signature]*

Premises: **518 N Stoneman Ave., Alhambra, California 91801**Date: **09/04/2023****34. REPRESENTATION**

- A. TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
- B. HOUSING PROVIDER REPRESENTATIONS:** Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of (i) any recorded Notices of Default affecting the Premises; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

35. MEDIATION:

- A.** Consistent with paragraphs B and C below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
- B.** The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
- C.** Housing Provider and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

- 36. ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed \$1,000 (or \$ _____), except as provided in paragraph 35A.

- 37. C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

38. DISCLOSURES:

- A. ☒ MOLD AND DAMPNES:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.
- B. PERIODIC PEST CONTROL:** ☐ Premises is a house. Tenant is responsible for periodic pest control treatment.
- C. BED BUGS:** Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.
- D. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
- E. ☒ RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
- F. FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.
- G. ☐ OTHER MATERIAL FACTS:** _____
- H. ADDITIONAL DISCLOSURES:** RPO shall make additional disclosures regarding the following matters on the attached Rental Property Owner Disclosure (C.A.R. Form RPOD): Lead-based Paint; Methamphetamine Contamination; Periodic Pest Control Contracts; Water Submeters; Mold; Asbestos; Homeowners Associations/Condominiums/Planned Developments; Military Ordnance Locations; Death on the Premises.

- 39. SERVICEMEMBERS CIVIL RELIEF ACT:** Notwithstanding anything to the contrary in paragraphs 2, 4, 26 or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.

- 40. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

Tenant's Initials JB JB Housing Providers Initials DS VM

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (RLMM PAGE 6 OF 9)Produced with Lone Wolf Transactions (ZipForm Edition) 717 N Harwood St. Suite 2200, Dallas, TX 75201 www.lwolf.com

518 N Stoneman

Premises: 518 N Stoneman Ave., Alhambra, California 91801Date: 09/04/2023**41. AGENCY:**

- A.
- CONFIRMATION:**
- The following agency relationship(s) are hereby confirmed for this transaction:

Housing Provider's Brokerage Firm Coldwell Banker Realty License Number 00616212
 Is the broker of (check one): ☐ the Housing Provider; or ☒ both the Tenant and Housing Provider (Dual Agent).
 Housing Provider's Agent Marisol Grier License Number 01950362
 is (check one): ☐ the Housing Provider's Agent. (salesperson or broker associate); or ☒ both the Tenant's and Housing
 Provider's Agent (Dual Agent).
 Tenant's Brokerage Firm Coldwell Banker Realty License Number 00616212
 Is the broker of (check one): ☐ the Tenant; or ☒ both the Tenant and Housing Provider. (Dual Agent).
 Tenant's Agent Johnny Aragon License Number 02066422
 Is (check one): ☐ the Tenant's Agent. (salesperson or broker associate); or ☒ both the Tenant's and Housing Provider's Agent
 (Dual Agent).

- B.
- DISCLOSURE:**
- ☒
- (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.

C. **TERMINATION OF AGENCY RELATIONSHIP:**

- (1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, (i) Broker will not represent Owner in any manner regarding the management of the Premises; and (ii) Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.
- (2) Notwithstanding paragraph 41C(1), Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply): ☐ Tenant occupancy, ☐ Delivering to Tenant keys or other means of entering the Premises, ☐ Tenant walkthrough, ☒ Completion of Move In Inspection (C.A.R. Form MII).

- 42.
- TENANT COMPENSATION TO BROKER:**
- Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

- 43.
- NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:**
- California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

- 44.
- OWNER COMPENSATION TO BROKER:**
- Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).

- 45.
- RECEIPT:**
- If specified in paragraph 5, Housing Provider or Broker, acknowledges receipt of move-in funds.

- 46.
- OTHER TERMS AND CONDITIONS:**
- If checked, the following ATTACHED documents are incorporated in this Agreement:

Keysafe/Lockbox Addendum (C.A.R. Form KLA); Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD);
☒ Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); Housing Provider in Default Addendum (C.A.R. Form
HPID); ☒ Parking and Storage Disclosure (C.A.R. Form PSD); ☒ Bed Bug Disclosure (C.A.R. Form BBD); ☒ Tenant Flood Hazard
Disclosure (C.A.R. Form TFHD); ☒ Rent Cap and Just Cause Addendum (C.A.R. Form RCJC)

☐ Other Documents/Addenda:☐ Other Terms:

- 47.
- LEGALLY AUTHORIZED SIGNER:**
- Wherever the signature or initials of the Legally Authorized Signer identified in paragraphs 50 or 51 appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California, and (ii) shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

- 48.
- ☐
- INTERPRETER/TRANSLATOR:**
- The terms of this Agreement have been interpreted for Tenant into the following language: _____ Housing Provider and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

49. The Premises is being managed by Owner, (or, if checked):

☐ Housing Provider's Brokerage Firm in Real Estate Brokerage section ☐ Tenant's Brokerage Firm in Real Estate Brokers section☐ Property Management firm immediately below

Real Estate Broker (Property Manager)

DRE Lic # _____

(Agent)

DRE Lic # _____

Address _____

Telephone # _____

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant's Initials JSB JSB Housing Providers Initials BS VM