

Fwd: Your balance

Bryan A. Briones Ortiz

Wed 7/12/2017 20:33

To: domenica.45@hotmail.com <domenica.45@hotmail.com>;

----- Forwarded message -----

From: brybrio@hotmail.com
Date: Nov 13, 2016 13:56
Subject: Fwd: Your balance
To: "domenica. 45" <domenica.45@hotmail.com>
Cc:

----- Forwarded message -----

From: Jianxin Huang <longlife-enterprises-llc@hotmail.com>
Date: Nov 13, 2016 13:01
Subject: Your balance
To: brybrio@hotmail.com
Cc:

Hi, Bryan,

I have received the letter from Mr. Benjamin Robbins, who stated that he was representing Ms. Domenica C Mata Rodriguez. I just sent him a letter. This is also the letter to you as for your complaints and the about refund of your security deposit.

Mr. Benjamin Robbin,

Thank you for contacting me. I have been poor health and hard for me to keep things in track.

Here are my responses to your letter:

1. I forgot to give Mr. Bryan A Briones Ortiz and Ms. Domenica C Mata Rodriguez a recent summary of tenants' rights simply because I was diagnosed with cancer and I had 10 hour surgery with 9 days ICU stay in July, then followed by 6 sessions of Chemotherapy and 30 sessions of radiation staring from middle of August through October. I have been in constant agony and pain. I spent most of my time in the hospitals, clinics, doctors and rest on my bed. But I tried my best to keep everything in perfect condition like I used to be. Even right now, I still cannot eat regular food yet. Therefore, I did not "deliberately" failed to send the tenants the summary. Therefore, the \$200 charge for this is groundless.
2. Mr. Bryan A Briones Ortiz and Ms. Domenica C Mata Rodriguez failed to send us the moving-in checklist, which I sent to them on 8/31/2016, till you sent me the copy on November 2nd, 2016 and there was no signature on it and it was dated on October 2nd, 2016,

32 days after they moved in. The same are those photos which were taken over one month after they moved in. On October 2nd, 2016, Mr. Bryan A Briones Ortiz emailed me stating he was sending it to me. But he forgot to attach it. On the checklist, it specifically says that tenants must notify Owner by a written statement within 3 days after occupancy, otherwise, the apartment is considered as in good condition. This checklist is not considered as the legitimated one. Even with that, we do not charge those items listed on.

3. As Mr. Bryan A Briones Ortiz told me that they moved in then they went abroad. When they came back, they found some molds. Apparently, they did not read the "MOLD & MILDEW ADDENDUM" as part of the lease. When they closed the windows and doors without any ventilation for over one month with toilet lid open or some possible wet staff from them in the apartment, then the mold started to show up. There was no any water protrusion to the apartment, not any pipe leakage, which could cause any mold in this apartment.
4. Lease Clause 17 specifically says: \$200 non-refundable fee is for "fee for administrative costs and the professional carpet/hardwood floor cleaning after vacating." On August 31st, 2016, we ordered a carpet cleaning company (ProClean) for the professional floor cleaning. We have the receipt and the company can be the witness. This fee is nothing to do with general cleaning. Upon Mr. Bryan A Briones Ortiz and Ms. Domenica C Mata Rodriguez moving in, they did not complain at all. Even in the email sent to me on October 2, they only mentioned clogged pipe and issue with mini blinds, nothing related to the cleaning issue and other damage.
5. Starting from September 30th, 2016, I have had severe burn on my neck from the radiation. I could not go there. On October 12th, 2016, I went there trying to take care of the issue even with the painful burning, but Ms. Domenica C Mata Rodriguez refused. Without tenants' consensus, the law prohibits the landlord or his agents to get in the apartment unless in emergency such as fire or flooding.
6. I received the email from Mr. Bryan A Briones Ortiz on November 1st, 2016 stating that they vacated the premises and left keys in the apartment. That can be interpreted that Mr. Bryan A Briones Ortiz and Ms. Domenica C Mata Rodriguez still possess the premises and did not deliver the premises to us till November 1st, 2016. This became a month-to-month lease according to RCW 59.18.200. The tenants are responsible for the rent of November 2016, which is \$1315.00, not including the late fee and delinquent fee because we have not yet received any payment for the November rent yet. We are actively renting this premises out.
7. Upon their vacating, they produced huge amount of trash particularly the bed frames and some furniture which overflow the garbage dumpster. We have witness here for that. At this moment, we have not yet received the bill from City of Seattle for the extra charge of the garbage, we will charge \$25 for that, if City charges less than \$25, we will send refund to the tenants.
8. In the summary:

Refund of Security Deposit	\$1000.00
November rent	-\$1315.00
Extra Garbage	-\$25.00
Balance	-\$340.00

I am hereby to request the payment of \$340 as soon as possible. We reserve the right to collect the late fee, delinquent fee, and unpaid utility. At the same time. If we rent this unit out and the new tenant pays the prorated rent for November 2016, we will refund that part to Mr. Bryan A Briones Ortiz and Ms. Domenica C Mata Rodriguez.

Sincerely,

Jianxin Huang



