

Confirmation Report - Memory Send

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Tel line : 949-586-9015
Name : KINKOS LAKE FOREST 0865

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Job number : 390 \*\*\* SEND SUCCESSFUL \*\*\*

October 13, 2004

L&B/TCR Lake Forest Limited Liability Company (LLC)
949 South Coast Drive, Suite 400
Costa Mesa, CA 92626-7733
Phone: (714) 966-9355
FAX: (714) 966-9353

SUBJECT: SECURITY DEPOSIT, UNIT #307 OF ALEXAN BELLECOUR APARTMENTS IN LAKE FOREST, CA.

We did NOT agree in our lease of Unit #307 of your Alexan Bellecour Apartment to have our security deposit taken by one of Alexan Bellecour's staff member's unjustified personal vendettas against us. And for our own protection, in our opinion, that is what happened.

In June 2004 Darrell Herges, Alexan Bellecour's Maintenance Manager, displayed abusive behavior towards us when he came to fix a dryer - that is part of our lease - that was malfunctioning. To prevent any future problems with him, we moved.

Alexan Bellecour gave us a Move Out Statement wrongfully claiming \$105.00 of our security deposit for a needless cleaning of Apartment #307. The attached cleaning invoice (Building Enhancement Network Inc.) states that the cleaning was performed on 8/2/04; yet the invoice is dated 8/11/04 and the Alexan Bellecour Move Out Statement says the cleaning was performed on 7/31/04. That looks suspicious and implies that no cleaning took place.

In addition to a copy of our receipt for cleaning the carpet of Unit #307, which Larry Harmon signed that he received, we have a video which shows that we left Apartment #307 in cleaner condition than when we leased it. Although we offered to show this video to Larry Harmon (Alexan Bellecour leasing manager), he refused to view the video and would not refund us our security deposit. He claimed that Apartment #307 was "disinfected". But if Apartment #307 was "disinfected", then why does the Move Out Statement say it was cleaned? And per our video, we cleaned Apartment #307. Using our security deposit for "disinfecting" or for unreasonable cleaning goes against Section 5 of our lease and against California Civil Code Section 1950.5(b) and (a), which state that "the security deposit can only be used for amounts as are reasonably necessary for the purposes specified in subdivision (b) . . . (3) cleaning the premises."

We therefore request the rightful return of our security deposit from L&B/TCR Lake Forest LLC. We request return of both the \$105.00 wrongfully claimed for a needless cleaning and \$10.01 that Alexan Bellecour's own Move Out Statement says you owe us, for a total of \$115.01. If you refuse, then you leave us only two actions we can take with you. Which one do you want us to take? (a) Mediation, or (b) Lawsuit in Small Claims Court for illegal retention of our security deposit and bad faith, which allows up to \$600.00 in additional damages.

If we do not receive a response from L&B/TCR Lake Forest LLC or its agents within two weeks of our sending this letter, you will be forcing us to pursue legal action.

Sincerely,

Michael and Eliana Laham
P. O. Box 80883
Rancho Santa Margarita, CA 92688-0883