

RESIDENTIAL APARTMENT LEASE - TERM SHEET

Lease Number
29141 - 1692 - 1

Lessor: Equity Residential Properties Management Corp., as agent for the Owner

Community: Sonterra at Foothills Ranch

Apartment: 1434

Address: 26322 Towne Centre Drive
Foothill Ranch, CA 92610
(949) 860-1000

Apartment Address:

☒ Unfurnished ☐ Furnished ☐ Washer/Dryer Included ☒ Renters' Liability Insurance Required ☐ Corporate Unit

Residents: Michael Laham

Elana Laham

Guarantor:

Occupants:

Date of Birth

Date of Birth

LEASE TERM Commencement Date: 7/ 8/2004 Expiration Date: 1/10/2005 Lease Type: New

Lease Term Expiration: A written Notice to Vacate shall be given to Lessor by Resident at least 30 days prior to the Expiration Date of the Lease Term. If Resident fails to provide such written Notice to Vacate, then, even if Resident vacates the Premises, this Lease Term will automatically be extended for one additional month following the Expiration Date.

Resident Deposits: 0

Total Deposits: 0.00

Total Monthly Rent: 1,299.00

----- Non Apartment -----

Charge Description	Amount	From	To	Type	Specific ID
Garage/Reserved Parking	75.00	7/08/2004	1/10/2005	GAR	P89
Monthly Apartment Rent	1,224.00	7/08/2004	1/10/2005		

Concessions:

Adj Mkt Rate: \$1224, \$200 Free upfront, \$100 preferred employer credit. The Total Monthly Rent shown above will be adjusted by these lease concession amounts. If this Lease is terminated because of Resident's default, Resident must pay Lessor a portion of these total lease concessions as further provided in the Lease Concessions paragraph of the Lease.

Other Fees and Charges: 0

Total Other Fees and Charges: 0.00

Pets	Type	Breed	Weight	License / Tag	Delivered to Resident	Maximum Parking Spaces Allowed
Approved 0					Keys: 2 Access Cards: 0 Remotes: 1	Including Garages

LESSOR PAYS UNCHECKED UTILITIES / RESIDENT PAYS CHECKED UTILITIES

- ☒ Electricity: Utility Provider will send bill directly to Resident.
- ☒ Gas/Heating Oil: Utility Provider will send bill directly to Resident.
- ☒ Water: Allocated by square footage of apartment, number of Occupants. Third party will send bill directly to Resident.
- ☒ Sewer: Allocated by square footage of apartment, number of Occupants. Third party will send bill directly to Resident.
- ☐ Central Boiler System:
- ☒ Cable: Utility Provider will send bill directly to Resident.

Michael and Elana Laham
26322 Towne Centre Drive #1434
Foothill Ranch, CA 92610

28 DECEMBER 2004

Sonterra Foothill Ranch Apts.
26322 Towne Centre Drive
Foothill Ranch, CA 92610
Phone (949) 860-1000 FAX (949) 860-1011

SUBJECT: FINAL PAYMENT TO SONTERRA APTS.

ENCLOSED WITH THIS LETTER IS OUR FINAL PAYMENT TO
Sonterra Apts to pay the water bill for Apt #1434
(ACCT# Y21095716-001) due on 1/01/05, AND TO PAY
the Pro-rated rent for 1/05 the final payment is
calculated as follows:

Water bill for Apt #1434 due 1/1/05 (ACCT# Y21095716-001)	\$ 20.70 *
Pro-rated rent for 1/05 per term sheet (1st to 10th)	394.84 *
SUB-TOTAL	415.54
LESS 2 Days in 1/05 due to Sonterra's error on term sheet for a six-month lease that started on 7/08/04 and so should end on 1/08/05, instead of 1/10/05.	< 78.97
LESS 20% loss of tenantability from 10/22/04 - 11/10/04 due to lack of heating Facility calculated per CA CIVIL CODE.	< 155.98 *
LESS POSTAGE AND PACKAGING COSTS FOR HAVING TO SEND THIS LETTER AND ENCLOSED CHECK VIA TRACKER	< 2.27 *

FINAL PAYMENT TO SONTERRA APTS.
Which includes water bill -- CHECK #581

178.32 *

Michael Laham

Elana Laham

SONTERRA

NON PAYMENT OF 2 DAYS IN
JANUARY 2005

RENT FOR A FULL MONTH = \$1,224⁰⁰

$$\begin{aligned}\text{PER DIEM FOR JANUARY 2005} &= \frac{\$1,224.00}{31} \\ &= \$39.48387097 \\ &\approx \$39.48\end{aligned}$$

IF WE PAY ACCORDING TO 8 DAYS IN JANUARY,
WE PAY $8 \times \$39.48387097 = \315.87

IF WE PAY ACCORDING TO 10 DAYS IN JANUARY,
WE WOULD PAY $10 \times \$39.48387097 = \394.84

DIFFERENCE = \$78.97 FOR 2 DAYS WRONGFULLY ON
OUR TERM SHEET

SONTERRA CONCESSIONS

FOR NON PAYMENT OF RENT FOR JANUARY
2005, 10 DAYS

LEASE START: 7/8/04
LEASE END: 1/10/05

NUMBER OF DAYS OF LEASE (DENOMINATOR)

JUL 04 $\rightarrow 31 - 7 = 24$

AUG 04 = 31

SEP 04 = 30

OCT 04 = 31

NOV 04 = 30

DEC 04 = 31

JAN 05 = 10

TOTAL DAYS OF LEASE = 187

FRACTION, PER PARAGRAPH 10, LEASE CONCESSIONS, OF
APARTMENT LEASE TERMS AND CONDITIONS:

$$\text{FRACTION} = \frac{10}{187} = 0.05347594$$

$$\begin{aligned}\text{CONCESSION AT STAKE} &= \$300.00 \times 0.05347594 \\ &= \$16.04\end{aligned}$$

SONTERRA

CREDIT FOR LOSS OF HEATING

(BREACH OF IMPLIED WARRANTY OF HABITABILITY
PER CA CIVIL §1941)

MONTHLY RENT FOR APT #1434 \$1,299.00
LESS GARAGE #P89 <75.00>
LESS FOR REFRIGERATOR <35.00>
BASE RENT FOR CALCULATION \$1,189.00

WE CAN PROVE WE LOST USE OF HEATER FROM
10/22/04, WHEN WE FIRST COMPLAINED, TO 11/10/04,
WHEN WE BEGAN TO MOVE OUT, AND TOLD SONTERRA SO.

∴ IN OCTOBER 31 - (22-1) = 10 DAYS

IN NOVEMBER = 10 DAYS

IF X IS THE FRACTIONAL LOSS OF HABITABILITY, THEN

\$383.55 + \$396.33 → \$779.880 {rounded off}

$$\text{LOSS} = X \cdot \left(\frac{\$1,189}{31} \times 10 + \frac{\$1,189}{30} \times 10 \right) = X \cdot 779.8817204$$

→ 155.9763441 {NOT ROUNDED OFF}

X	LOSS
5%	\$ 38.99
10%	77.99
15%	116.98
20%	155.98
25%	194.97
30%	233.96
35%	272.96
40%	311.95
45%	350.95
50%	389.94

OR FOR A GIVEN LOSS, $X =$

LOSS	X
\$120	15.386949%
130	16.669194%
140	17.951440%
150	19.233686%
160	20.515332%
170	21.798177%
180	23.079923%
190	24.361669%
200	25.643415%
210	26.925161%
220	28.206907%
230	29.488653%
240	30.770399%
250	32.052145%
260	33.333891%
270	34.615637%
280	35.897383%
290	37.179129%
300	38.460875%
310	39.742621%
320	41.024367%
330	42.306113%
340	43.587859%
350	44.869605%
360	46.151351%
370	47.433097%
380	48.714843%
390	49.996589%
400	51.278335%
410	52.560081%
420	53.841827%
430	55.123573%
440	56.405319%
450	57.687065%
460	58.968811%
470	60.250557%
480	61.532303%
490	62.814049%
500	64.095795%
510	65.377541%
520	66.659287%
530	67.941033%
540	69.222779%
550	70.504525%
560	71.786271%
570	73.068017%
580	74.349763%
590	75.631509%
600	76.913255%
610	78.194999%
620	79.476745%
630	80.758491%
640	82.040237%
650	83.321983%
660	84.603729%
670	85.885475%
680	87.167221%
690	88.448967%
700	89.730713%
710	91.012459%
720	92.294205%
730	93.575951%
740	94.857697%
750	96.139443%
760	97.421189%
770	98.702935%
780	99.984681%
790	101.266427%
800	102.548173%
810	103.829919%
820	105.111665%
830	106.393411%
840	107.675157%
850	108.956903%
860	110.238649%
870	111.520395%
880	112.802141%
890	114.083887%
900	115.365633%
910	116.647379%
920	117.929125%
930	119.210871%
940	120.492617%
950	121.774363%
960	123.056109%
970	124.337855%
980	125.619601%
990	126.901347%
1000	128.183093%

20% loss tenability from 10/22/04 - 11/10/04 DUE TO
LACK OF HEATING FACILITY CALCULATED PER CA CIVIL CODE
SECTION 1941 AS INTERPRETED IN CAZARES V-ORTIZ (1980)
109 CAL APP 3D SUPP 23.

SONTERRA

LAWS REGARDING TENANT'S RIGHT TO REDUCE RENT FOR REDUCTION OF TENANTABILITY

THE MAIN ARTIFACT TO CITE IS THE APPELLATE CASE OF CAZARES V. ORTIZ (1980), 109 Cal.App.3d Supp 23; 168 Cal. Rptr. 108. SEE HEADNOTE 4 ON Supp 23. "IN DETERMINING HOW DAMAGES SHOULD BE COMPUTED FOR BREACHES OF THE IMPLIED WARRANTY OF HABITABILITY, THE METHOD WHICH IS MOST LIKELY TO ACHIEVE THE GOALS INTENDED BY CREATION OF THE IMPLIED WARRANTY OF HABITABILITY OF RESIDENTS AND THE ONE LEAST LIKELY TO DISCOURAGE THE AVAILABILITY OF RENTAL PROPERTY IS THE METHOD UNDER WHICH THE COURT RECOGNIZES THE AGREED CONTRACT RENT AS PROPER FOR THE PREMISES AS IMPLIEDLY WARRANTED, REDUCES THE AGREED RENT BY THE PERCENTAGE REDUCTION OF HABITABILITY BY REASON OF SUBSEQUENTLY ASCERTAINED DEFECTS, AND THEN MULTIPLIES THE DIFFERENCE BY THE NUMBER OF MONTHS OF OCCUPANCY."

THIS CASE ALSO CITES GREEN V. SUPERIOR COURT (1974) 10 Cal.3d 616 [111 Cal. Rptr. 704, 517 P.2d 1168]

"HERE THE CALIFORNIA SUPREME COURT DECIDED THAT TO PROTECT POOR TENANTS FROM EXPLOITATION BY POWERFUL LANDLORDS THERE SHOULD BE IMPLIED IN RESIDENTIAL TENANCIES AN IMPLIED WARRANTY OF HABITABILITY, I.E., THAT THE PREMISES WERE

— OVER —

— OVER —

— DARE — — DARE —
REASONABLY HABITABLE BY AVERAGE TENANTS. THROUGH
THIS DOCTRINE AGGRIEVED TENANTS COULD PROTECT THEMSELVES
BY WITHHOLDING A PORTION OF THE RENT UNTIL THE PREMISES
WERE MADE HABITABLE, RATHER THAN BEING LEFT TO THEIR
IMPRACTICAL REMEDY OF SUING THE LANDLORD FOR REPAIR."

December Water Bill 2004

MICHAEL STEVEN LAHAM
26322 TOWNE CENTRE DRIVE
APT 1434
FOOTHILL RANCH, CA 92610

581

28 DECEMBER 2004

90-7045/3222

Date

Pay to the Order of **SONTERRA APARTMENTS**

\$ 178³²/₁₀₀ ~~XX~~

One-hundred seventy-eight ³²/₁₀₀

Dollars



Quaker City Bank

FOOTHILL RANCH OFFICE
26502 TOWNE CENTRE DRIVE, FOOTHILL RANCH, CA 92610

For **PRO-RATED RENT FOR JANUARY 2005**
PLUS WATER BILL DUE 01/01/2005

⑆322270453⑆0581 5410175309⑈

ACCOUNT #	721095716-001	BILLING DATE	12/15/2004	DUE DATE	01/01/2005
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PLEASE MAKE CHECK PAYABLE TO THE PROPERTY AND PAY ALL PREVIOUS AND CURRENT CHARGES AT THE MANAGEMENT OFFICE

1513 38330

SERVICE ADDRESS	26322 TOWNE CENTRE DR APT 1434		
BILLING PERIOD	11/08/2004-12/07/2004	DAYS BILLED	30
SERVICE TYPE	DESCRIPTION	AMOUNT	
Allocated Water Service		\$7.29	
Allocated Sewer Service		\$5.31	
Allocated Trash Service		\$6.61	
Service Fee		\$1.49	

The bill you have received is from National Water & Power, Inc., a provider of billing services, and is not from the retail public utility.

RETAIL PUBLIC UTILITIES:

NET AMOUNT DUE

\$20.70

Send Billing Disputes and Written Inquiries To:

National Water & Power
ATTN: Customer Service
P.O. Box 11916
Santa Ana, CA 92711-1916

For billing information, please call toll-free (888) 679-6455

PAYMENT OF THIS WATER BILL
IS INCLUDED IN CHECK #581
DATED 12/28/04

U.S. Postal Service™ Delivery Confirmation™ Receipt

DELIVERY CONFIRMATION NUMBER: 0304 1560 0004 6287 6776

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

SONTERRA FOOTHILL RANCH APARTMENTS
(Please Print Clearly)
26322 TOWNE CENTRE DRIVE
FOOTHILL RANCH, CA 92610

Postmark
Here

POSTAL CUSTOMER:
Keep this receipt. For Inquiries:
Access internet web site at
www.usps.com®
or call 1-800-222-1811

CHECK ONE (POSTAL USE ONLY)

☐ Priority Mail™ Service
☒ First-Class Mail® parcel
☐ Package Services parcel

PS Form 152, May 2002 (See Reverse)

USPS Track & Confirm

http://trkcnfrm1.smi.usps.com/netdata-cgi/db2www/cbd_243.d2w/detail



Track & Confirm

Shipment Details

You entered 0304 1560 0004 6287 6776

Your item was delivered at 10:47 am on December 30, 2004 in
FOOTHILL RANCH, CA 92610.

Here is what happened earlier:

- ENROUTE, December 30, 2004, 7:08 am, RANCHO SANTA MARGARITA, CA 92688
- ACCEPTANCE, December 29, 2004, 2:34 pm, MISSION VIEJO, CA 92690

Notification Options

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