

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# 721095716-001) 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# 721095716-001)	\$ 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
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LESS 20% loss of tenability from 10/22/04 - 11/10/04 due to lack of heating facility calculated per CA CIVIL CODE.	< 155.98 *
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LESS POSTAGE AND PACKAGING COSTS FOR HAVING TO SEND THIS LETTER AND ENCLOSED CHECK VIA TRACKER	< 2.27 *
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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 $8 \times \$39.48387097 = \underline{\$315.87}$

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

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 → 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 11/16/04,
 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

$$\$383.55 + \$396.33 \rightarrow \$779.880 \text{ (rounded off)}$$

$$\text{LOSS} = X \cdot \left(\frac{\$1189}{31} \cdot 10 + \frac{\$1189}{30} \cdot 10 \right) = X \cdot 779.8817204$$

→ 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	16.569194%
140	17.951440%
150	19.233686%
160	20.515932%
170	21.798177%
180	23.080423%
190	24.362669%
200	25.644915%
210	26.927161%
220	28.209407%
230	29.491653%
240	30.773899%
250	32.056145%
260	33.338391%
270	34.620637%
280	35.902883%
290	37.185129%
300	38.467375%

20% loss tenability from 10/22/04 - 11/16/04 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. 103. 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 —

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 ~~XXX~~

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 5410175

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

(See Reverse)

PS Form 152, May 2002

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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