

Michael and Elana Laham
POBox 5248
Orange, CA 92863-5248

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February 25, 2003

Robert Koretoff
16320 Downey Avenue
Paramount, CA 90723-5500

RE: FAX dated 2/18/03 and 2/21/03 sent to us from Robert Koretoff

Dear Robert,

How nice of you to grace us with your correspondence, since nearly every certified piece of mail we sent you over the last year you either return to us "unclaimed" or you never respond to it. Apparently the ONLY reason you are corresponding to us now is because YOU want something.

You ask us if Steve Ruiz is to lease the premises in the MLS as available for sub-lease. Steve Ruiz told us he was going to lease your property, and terminate our lease with you, if he finds a tenant before April 30, 2003. He never mentioned anything about a sub-lease. As of 2/17/03 we have physically left the premises out of disgust in having, in our very strong opinion, such an unreasonable and irresponsible landlord as yourself. Now you want to know if we will act as your real estate agent and find you a tenant. No. Of course not! We do not agree to sub-leasing and we do not ever intend to sub-lease.

Apparently you are very unhappy with us as tenants because we will not do free favors for you and take care of your responsibilities especially since you refuse to even give us so much as a "thank you". You have the poignant audacity to **arrogantly demand** that we take care of your property for you; yet **by law** you don't have any right to request that we do so even if you were willing to compensate us! So why don't we resolve this lose-lose situation that you have created by you immediately expiring our lease with us? Then, we will be glad to hand over to you all of the keys to your premises on 22426 Porreras, your garage remotes, and the automobile permit. And we will wish you good luck paying Steve Ruiz for commission to find you a new tenant, especially since it is now a "renters' market" and the other available for rent Mallorca properties have been sitting on the market for over 4 months now and counting. We moved into a lovely place and received a large discount off of our first month's rent because our landlord is a professional who knows it is a renter's market. In addition, he does everything legal, such as taking care of fixing all things on his rental property.

In addition, we believe you have retaliated against us for exercising our legal right to have the toilet in the master bedroom bathroom fixed at your 22426 Porreras property, which you never fixed after we gave you 90 days to do so. Retaliation is a violation of California civil code section 1942.5. It is unlawful for a landlord to retaliate against a tenant who is simply exercising his/her housing rights. We believe you retaliated against us by not allowing us via Real Estate agent Steve Ruiz, to be able to rent any of the properties we were interested in, in the Mallorcas.

We believe the following actions by you constitute retaliation: During the month of 1/03 we were inquiring about properties in the Mallorcas for rent because we at that time were interested in renting one. The two properties we were interested in were 27794 Soller and 27812 Paguera. Steve Ruiz told us that the owner to the property on Soller was not reachable for seven days by FAX due to a storm in Montana. However, we discovered through the Qwest - the phone company of Montana - that NO phone lines were down during that storm and we have documentation of this. The Soller property was listed on the MLS as


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available for a 12 month lease. Later, Steve Ruiz told us that the owner was intending to refinance it. The property on Paguera was listed on the MLS as immediately available for rent and this was during the time that they were upgrading it. But Steve Ruiz told us that the owners decided to live in it. How convenient that both properties that we were interested in and that had both been sitting on the market for 4 months suddenly were not available when we made our bid on them! We also discovered on our own lease that Steve Ruiz had crossed out 24 hours and put 4 hours for non-emergency entry into our rental and initialed his name, and this is ILLEGAL. We of course have documentation of this in our own lease and Steve Ruiz showed us an entire cabinet full of other leases in which he had performed the same illegal action. We are pointing this illegal action of Steve Ruiz out to you because it shows that he via himself and via you has no hesitations about doing illegal acts.

You never answered our correspondence to you, that we know you received via certified mail, as to whether Steve Ruiz is your acting agent. Did you not answer it because he is acting as your retaliatory agent against us? Also, we ask this because you have made it burdensomely confusing regarding the toilet problem we had at your 22426 Porreras property that we rent. Did you do that on purpose? We here nothing from you about the toilet problem and instead Steve Ruiz claims you appointed him to handle it. Later, he claims that you are going to handle it. The bottom line is that, after 90 days, no one took care of the leaking toilet in the master bedroom bathroom at 22426 Porreras, so we repaired and will deduct for it. According to California Civil Code Section 1942, this is our right under the situation **you** created. And of course, we, **unlike you**, have no problem giving you documentation showing **WHO** repaired the toilet.

 You claim you did not receive our rent check for \$1900 for rent for February 2003. At the end of November we sent you a check for December rent for \$1800 because we had a verbal agreement with you that we could deduct \$100 from the rent. Then you reneged on our verbal agreement to be allowed to deduct \$100 from December rent. Within **TWO** days, you requested we send you the \$100 within five business days or pay you for late rent, and that was via a letter you sent to us 11/30/02. We did pay you the \$100 on 12/2/03 via certified mail. We have been sending you all of our rent checks via certified mail since December 2002; therefore, you should know by now that we have to send you all of our rent money via certified mail because, in our very strong opinion, of the kind of landlord that you are.

 **The question is: why do you wait almost an entire month to claim that you never received February rent?** We find that very peculiar. And now you are trying to make it our responsibility that you did not get the rent! Did you conveniently lose February's rent or have someone in the Paramount post office lose it for you? We say this because we sent quite a few certified pieces of mail around the time that we sent you February's rent check and all of them have come back to us "unclaimed" by you. Only one has not and that was the one you retrieved during the middle of February when you came to the post office looking for the certified mail with the February rent check in it. Why is it, Robert Koretoff, that all of the certified pieces of mail we have sent you throughout the year are accounted for, except for February's rent check? How convenient! Also, we know you were in town when the certified mail with February's rent check arrived at your residence because that is when you finally called us about the leaking toilet.

We do not have the February's rental payment in our hands now, as you claim. . We will not send you a check via first class mail because it can get lost!!! And we can't fly up to the North Pole and ask Santa Claus to drop it from his sleigh down your chimney because he only works on Christmas! Then you can claim that we never sent it and punish us by deducting it as late rent from our security as you are

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intending to do now anyway, even though we sent our first February rent check certified mail 10 days in advance of rent due!!!!!!!!!! And this time we will not even be able to document that we sent it to you if we send it first class, as you request. We sent you February's rent check on 1/21/03. Yet in your FAX you claim that we have not sent you rent in a timely manner and therefore are only giving us 7 days to send you another check. This is a most unreasonable period of time you give us since: 1) We sent you February's rent check and via certified mail 10 days in advance of rent due. 2) The first we heard that you never received February's rent was the middle of February. 3) We gave you 30 days to fix our toilet after already giving you 60 days before that to fix it. A reasonable amount of time is 30 days, not 7 days! 4) According to the Post Office, it is still at your Paramount post office.

Yet you have given us your ultimatum that we have until 2/28/03 to send you another check for February's rent or you will deduct it and late rent from our security deposit. Thusly, please find enclosed a copy of a wire transfer from our checking account to your checking account for \$5,301.60. This amount is broken down as follows:

<u>February 2003 rent</u>	\$1900.00
<u>March 2003 rent</u>	\$1900.00
<u>April 2003 rent</u>	\$1900.00
Leaking Toilet Repair and Deduct	<\$398.40>
Total	\$5,301.60

This payment includes a deduction of \$398.40 to repair the leaking toilet in the master bedroom bathroom, which you refused to take care of. We first informed you of the problem of the leaking toilet in the master bedroom bathroom on 10/29/02 and again on 11/3/02. We did not hear any response from you regarding this until you sent us a letter dated 12/6/02, in which you stated that you "adjusted the float level in both toilets." We then told you in our letter of 1/16/03 that your "remedy" of adjusting the floats, was a bogus remedy. Therefore, we gave you 30 more days from our letter dated 1/16/03 to implement a correct fix to this problem. Overall, we gave you more than 90 days to fix the toilet and you did not. Your next apparent response to our repeated requests to fix the toilet was to triangulate Steve Ruiz. On 1/23/03 Steve Ruiz told us he was going to fix the toilet, and then on 2/15/03 he told us that you had decided to fix the toilet. Thusly, in accordance with Section 1942 of the California Civil Code, we implemented the "repair and deduct" remedy. If there is any documentation other than what we are including here that you would like, please feel free to request it, **IN WRITING**.

You constrained us so that we had to spend \$15.00 for a stop payment fee for our first check for February 2003 because you insisted that we send you a second February 2003 check without giving us a chance to research what happened to the first check for February 2003. And according to the post office, the first February rent check is still at your Paramount post office, waiting to be claimed, and if unclaimed it will be returned to sender. Thusly, all we know about the first February rent check at the present time is it may be in your possession, or coming back to us returned to sender unclaimed.

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Robert Koretoff

X Had you given us a reasonable amount of time to discover for certain what happened to the first February rent check, we may not have had to place a stop payment on it. But since you have not given us reasonable amount of time needed to find out **the exact whereabouts** of February's rent check, we have no choice but to definitely place a stop payment on it and pass therefore the cost unto you. You also constrained us to have to spend \$25.00 for a wire transfer of the above three rent checks directly into your account from our account. We therefore, have to request of you reimbursement for the above \$15.00 and above \$25.00 we had to spend because of you. **We hope you are happy now!**

The wire transfer above pays rent for February, March, and April of 2003. Rent for April is paid early which concludes our monetary obligation to you via our lease which expires 4/30/03 because we are tired of dealing with **YOUR NONSENSE**. WE HAVE LIVES TO LIVE.

X If you continue to harass us by trying to find any means to deduct moneys out of our security deposit, you will force us to be constrained to pursue legal action against you for the damages that you have caused us. These damages include the following:

— \$40.00 in checking account fees
— \$100.00 in correspondence fees
— \$26.57 for extra water bill due to the leaking toilet.
— \$271.43 for each month for having only ONE toilet.

We have paid you the above sum of \$5,301.60 at this time in the hope that this will mean the end of our unfortunate relationship with you and that, when the time comes, you will restore to us our rightfully deserved security deposit.

We give you the above Post Office Box address for further correspondence in the event that you need to communicate with us. If that need should arise, please conduct yourself reasonably and responsibly as your title as landlord implies, and **START** communicating **PROACTIVE RESOLUTIONS** instead of **ESCALATIONS OF CONFLICT WITH US.**

Michael and Elana Laham

Enclosed: Wire Transfer of Rents
Stop Payment Order
Repair and Deduct Invoice



Outgoing Wire Transfer/Foreign Draft Application

1

DATE: 2/25/2003		BANK/BRANCH: #301 LAKE FOREST	
Transfer Amount and Type	<input checked="" type="checkbox"/> WIRE	<input checked="" type="checkbox"/> DOMESTIC	AMOUNT \$ 5,301.60
	<input type="checkbox"/> DRAFT	<input type="checkbox"/> FOREIGN	Currency U.S. DOLLARS
	Exchange Rate _____		USDS _____
Source of Funds		Trade Quote _____ By _____	
Originator's Information	<input type="checkbox"/> Cash <input checked="" type="checkbox"/> Charge Account <input type="checkbox"/> Check on Us No. _____		<input type="checkbox"/> Internal Processing <input type="checkbox"/> Other _____
	Account No.: 0069022473		Requested By: MICHAEL S. LAHAM
	Account Name: MICHAEL S. LAHAM AND ELANA LAHAM		I.D. Information: KNOWN
	Address, City, State, Zip: 2 ENTERPRISE, APT. # 8316 ALISO VIEJO, CA 92656		S.S.N. or T.I.N.: [REDACTED]
Beneficiary's Information	Account No.: 05482003		
	Account Name: ROBERT KORETOFF		
	Address, City, State, Zip: 16320 DOWNEY AVENUE, PARAMOUNT, CA 90723-5500		
Receiving Bank Information	ABA No.: 122201198		Swift No.: _____
	Bank Name: FARMERS & MERCHANTS BANK		CHIPS: _____
	Address, City, State, Zip: 302 PINE AVENUE, LONG BEACH, CA 90803		Branch: _____
Correspondent or Intermediary Bank Information	ABA No.: _____		Swift No.: _____
	Bank Name: _____		CHIPS: _____
	Address, City, State, Zip: _____		Branch: _____
Additional Information	PAYMENT OF RENT FOR FEBRUARY 2003, MARCH 2003, AND APRIL 2003.		
Originator's Authorization	The undersigned authorizes the bank to use and deliver the funds to the beneficiary for the transmission of funds and releases said Bank from responsibility for any, including, but not limited to, misstatements or errors in the transmission of funds and assumes all responsibility for the accuracy of the information provided. The undersigned also certifies that the funds are being transmitted for the purpose stated and that the funds are being transmitted for the purpose stated and that the funds are being transmitted for the purpose stated.		
Originator's Signature	[Signature]		DATE: 24 FEBRUARY 2003

Bank/Branch Authorization	Employee's Signature: [Signature]	Additional Authorization: [Signature]	Date: 2/25/03
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FOR INTERNAL USE ONLY	Confirmed By: [Signature]			
	<input type="checkbox"/> Amendment <input type="checkbox"/> Pass Code <input type="checkbox"/> Test Key Code			
	Recurring No: _____			
	Available Account Balance: 1488.47		Date of Last Deposit: 2-13-03	
	Amount: 2345.80			
	Comments: _____			
Wire Sent By: [Signature]		Wire Verified By: _____		
Time Sent: _____		Reference Number: 2364		

Signature Verified



Fees Collected



Tickets Completed



Hold Placed



Authorization Code: 5458

[Signature]

7002 2410 0000 4371 0380

PARAMOUNT CA 90723

Postage	\$0.60
United Post	\$2.30
Return Receipt and Insurance (if any)	\$1.75
Postage and Insurance (if any)	\$0.00
Total	\$4.65



ROBERT KORETOFF

LTR 2/27/03
RONTG FEB 28, 2003

16320 DONNEY AVE


PARAMOUNT, CA 90723-5500

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ROBERT KORETOFF
16320 DOWNEY AVE
PARAMOUNT, CA
90723-5500

COMPLETE THIS SECTION ON DELIVERYA. Signature ☒ Agent
 ☐ Addressee

B. Received by Printed Name C. Date of Delivery

R J Koretoff 3/8/03

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label) 7002 2410 0000 4371 0380

PS

7002 2410 0000 4371 0380

102595-02-M-1540

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

SEND TO

MICHAEL AND ELANA LAHAM

P. O. BOX 5248

ORANGE, CA 92863-5248



Track & Confirm

Shipment History

You entered 0302 1790 0000 2773 2463

Your item was delivered at 11:32 am on February 26, 2003 in
PARAMOUNT, CA 90723.

Here is what happened earlier:

- ARRIVAL AT UNIT, February 26, 2003, 5:45 am, PARAMOUNT, CA 90723
- ACCEPTANCE, February 25, 2003, 5:09 pm, LAGUNA HILLS, CA 92653

Track & Confirm

Enter label number:

Track & Confirm FAQs

Go >



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U.S. Postal Service™ Delivery Confirmation™ Receipt

Postage and Delivery Confirmation fees must be paid before mailing.

Article Sent To: (to be completed by mailer)

ROBERT KURETOFF ^{LR 2/25/03}
16320 DOWNEY AVE ^{SENT FEB 25}
PARAMOUNT, CA 90723-5500

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)



3/3/2003 7:34 AM