

September 3, 2003

Page 1 of 4

Robert J. Koretoff
16320 Downey Avenue
Paramount, CA 90723
FAX: (562) 220-1048

SUBJECT: CORRECTION TO DISPUTED AMOUNT OF SECURITY DEPOSIT REFUND

REFERENCE: Letter dated 6/13/03, Michael and Elana Laham to Robert Koretoff.

To Robert J. Koretoff:

As you should know by now, we have filed a complaint against you for \$827.99 in the Small Claims Division of the Los Angeles County Superior Court, Compton Courthouse, Small Claims Case Number COM 03S02661. The complaint is for unlawfully withholding our security deposit, for breaching contract, and for acting in bad faith. We detailed the damages you caused us, as well as their specific amounts, in the reference letter. Since that letter, we have found some errors in the amounts and we now write to you to show the corrected amounts for each category. Unlike **you**, we believe in **admitting and correcting** our mistakes, so we show below each of the eight categories discussed in the Reference letter, and amounts that have changed are shown in **bold red**. Any old incorrect amounts are shown in ~~strikethrough print~~.

Revised actual damages are as follows:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ITEM</u>	<u>AMOUNT</u>
1.	Repair-and-Deduct for toilet: \$398.40 actual cost, minus \$70.00 you paid in your Check #1080.	\$328.40
2.	Two garage remotes, which we returned to you, with all your other old garage door parts, which you picked up on 11/03/02.	\$75.32
3.	Overcharge for rent for May 2003. This item is deleted. See explanation below.	\$53.03 -0-
4.	Deliberately delaying receipt of rent for February 2003. See explanation below.	\$44.42
5.	Refusing to pick up certified mail. See explanation below.	\$13.22 \$18.35
6.	Extra water bill due to leaky toilet. See explanation below.	\$26.57
7.	Breach of lease - not having one toilet for three months and thirteen days . See explanation below.	\$271.44 \$313.45
8.	Video costs to document the leaky toilet. See explanation below.	\$16.98 \$21.48
GRAND TOTAL		\$829.38 \$827.99

Revised explanation for items are as follows:

September 3, 2003

Robert J. Koretoff

CORRECTION TO DISPUTED AMOUNT OF SECURITY DEPOSIT REFUND

Item 3 is deleted completely. We went through the Residential Lease again, and we saw in Paragraph 3(c) that "If Commencement Date falls on any day other than the first day of the month, rent shall be prorated on a 30-day period." We checked the amount of \$1646.58 for May 2002, and it fits this calculation of a per diem rate of \$63.33 (\$1900.00 per month divided by 30 days), multiplied by 26 days in May 2002. See how, unlike you, we **acknowledge and correct** our mistakes! We act in **good** faith.

We repeat herein the explanation for Item 4 from the Reference letter. Item 4 is for deliberately delaying receipt of the rent for February 2003, for which you owe us \$44.42. This consists of three parts:

- (a) You owe us \$15.00 for a Stop Payment Order Fee on our check #1748, which was for rent for February 2003. See copy of this Stop Payment Order enclosed with our letter of 02/25/03.
- (b) In addition, you owe us \$4.42 for our certified mailing on 1/21/03, which you deliberately refused, according to our documentation and evidence. According to the United States Post Office, the certified mailing containing the rent check for February 2003 was not claimed by addressee and was in the Paramount Post Office from 1/23/03 to 2/26/03. We have evidence of this. Also, according to your own FAXes to us, you deliberately avoided retrieval of February 2003 rent check on 2/15/03. See your FAX to us dated 2/18/03, in which you state, "I went down to the Paramount Post Office on 15 Feb 03 and received the sole remaining item dated 1 Feb 03 which contained no payment." See also your FAX to us dated 2/21/03, in which you say, "All Certified Mail not received by me was returned to you; therefore the rental payment is in your hands by now."
- (c) Finally you owe us \$25.00 wire transfer fee because you insisted that we re-send our February 2003 rent check by first class mail after you admitted that you deliberately did not retrieve the first February 2003 rent check. See again your FAXes to us dated 2/18/03 and 2/21/03, which we earlier discussed in sub-item (b) above. Thusly, due to this bad faith gesture and our bad faith history with you, we could not send it by first class mail as you requested. We could not send it by certified mail again, because you would refuse to pick it up again. So we were forced to wire the money to you. See your letter to us dated 2/21/03, in which you state, "If I do not receive payment on or before 28 Feb 03 I will . . . assess a late charge . . ." Also, see Outgoing Wire Transfer Application dated 2/25/03, enclosed with our letter to you dated 2/25/03.

Item 5 is for refusing to pick up certified mail, for which you now owe us ~~\$13.22~~ **\$18.35**. You refused to pick up the following certified mailing we sent to you that we had to send certified in order to have documentation of the mailing. On 5/13/02, we sent you by certified mail, at a cost of \$4.17, a list of items already damaged in the rental unit, as required in Paragraph 9(c) of the lease. But you did not pick up this mail. On 1/16/03, for the **second** time, we attempted to send you the list of items already damaged in the rental unit, to no avail; this certified letter cost ~~\$4.17~~ **\$4.88**. On 1/16/03, we also sent you another letter regarding the leaking toilet; this certified letter cost \$4.88. **And on 6/14/03, we sent you by certified mail the Reference letter at a cost of \$4.42.**

We repeat herein the explanation for Item 6 from the Reference letter. Item 6 is for extra water bill due to the leaky toilet in the master bedroom bathroom, for which you owe us \$26.57. \$26.57 is the extra water bill due to the leaking toilet. See water bills and flyer from Santa Margarita Water District, copies of which we sent you in our letter of 01/13/03, a FAX copy of which you received.

September 3, 2003

Robert J. Koretoff

CORRECTION TO DISPUTED AMOUNT OF SECURITY DEPOSIT REFUND

Item 7 is for breach of lease for not having one toilet for three months **and thirteen additional days in the month of February**, in a condominium that is supposed to have **two** bathrooms, for which we were paying \$1900.00 per month rent. For this breach, you owe us ~~\$271.44~~ **\$313.45**. We calculated the damage from this breach of the lease at \$90.48 per month, times three months, **plus \$3.23 per day (\$90.48 per month divided by 28 days in February 2003) times thirteen days, for a total of \$313.45**. See letter from us to you dated 1/16/03.

Item 8 is for video costs to document the leaky toilet, for which you owe us ~~\$16.98~~ **\$21.48**. We had to purchase ~~four~~ **six** VHS videocassette cartridges, which cost \$8.99 for a Sony 4-Pack, Item # SON 4T160VLWS at Circuit City. **Because VHS videocassettes cost \$8.99 for a 4-Pack, and we used six videocassettes, the cost for VHS videocassettes is one-and-a-half times \$8.99, or \$13.49**. We also had to buy three videocassettes for the camcorder, which cost \$7.99 for a Fuji 3-pack of 120-min. 8-mm cassettes, Item # FUJ 8MM3PK at Circuit City.

Grand Total for Actual Damages = \$829.38 ~~\$827.99~~

We remind you once again that you are STILL IN VIOLATION OF CALIFORNIA CIVIL CODE SECTION **1950.5(e)**. You are not allowed to deduct from our security deposit for the REPAIR AND DEDUCT cost for the leaky toilet. And bad faith retention of any portion of the security deposit may subject you to statutory damages of up to \$600.00 in addition to actual damages, according to California Civil Code Section 1950.5(k).

And we remind you again that, **if we have to go to court, we will also petition for a "Bad Faith Claim" for statutory damages up to \$600.00**, in accordance with California Civil Code Section 1950.5(k). We can prove bad faith on your part because of the following events:

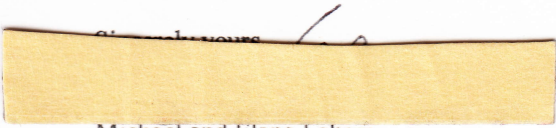
1. Illegally deducting our repair-and-deduct cost from our security deposit, which is against California Civil Code Section 1950.5(e).
2. Deliberately refusing to pick up the rent check for February 2003. we have evidence of this deliberate refusal. See also your FAXes to us dated 2/18/03 and 2/21/03, which we cited earlier in this letter.
3. Refusing to fix a leaky toilet after being given a 60-day time period to do so. Then, after your so-called remedy to adjust the floats in **your FAX dated 12/06/02**, we informed you that the toilet was still leaking and gave you another 30-day time period to fix the leaky toilet, which you did not do. See our letters to you dated 11/03/02 (sent via FAX), 1/13/03 (sent via FAX), and 1/16/03 (sent via FAX, via Delivery Confirmation, and via Certified Mail).
4. Deliberately refusing, in our opinion, to pick up certified mail sent to you on 5/13/02, 1/16/03, and 1/16/03, **and 6/14/03**. It is your responsibility as a landlord to pick up your mail, and we had to document that we sent them for our own protection.

September 3, 2003

Robert J. Koretoff

CORRECTION TO DISPUTED AMOUNT OF SECURITY DEPOSIT REFUND

We **have not cashed and** will not cash the partial security deposit you refunded us by your check #1080 for \$2724.73 enclosed with your letter dated 5/20/03, unless you restore us monetarily for the actual damages in the total amount of dollars you caused us, or unless we get a verdict from the court awarding us for the damages above.



Michael and Elana Laham
P. O. Box 5248
Orange, CA 92863-5248
FAX: (562) 982-5711

NO.	COMM.	PAGES	FILE	DURATION	X/R	IDENTIFICATION	DATE	TIME	DIAGNOSTIC
02	OK	025	404	00:02:52	XMT	30357	AUG-19	17:12	F007A2000ADD0
03	OK	001	405	00:00:57	RCV		AUG-19	18:07	050FC0000A070
04	OK	001	406	00:00:47	RCV	604 357 1004	AUG-19	20:53	0507C0000A070
05	OK	001/001	407	00:00:13	XMT	817145441979	AUG-20	05:17	6107A2000BCA0
06	OK	001/001	408	00:00:13	XMT	817145441979	AUG-20	05:18	6107A2000BCA0
07	OK	002	409	00:00:39	XMT	819497247114	AUG-20	05:22	2107A2000A070
08	OK	002	410	00:00:25	XMT	819497246045	AUG-20	05:24	2007A2000BDC0
09	OK	002	411	00:00:39	XMT	819497247114	AUG-20	05:46	2107A2000A070
10	OK	002	412	00:00:28	XMT	819497246045	AUG-20	05:48	2007A2000BDB0
11	OK	002	413	00:00:41	XMT	814047731945	AUG-20	08:11	0107A2000A070
12	OK	001	414	00:00:35	RCV	949 724 7114	AUG-20	17:20	0507C0000A070
13	OK	009	416	00:02:27	RCV		AUG-21	09:44	050FC0000A070
14	OK	016	417	00:07:06	XMT	818778562909	AUG-21	09:47	0107A2000A070
15	BUSY	000/001	415	00:00:00	XMT	18778562909	AUG-21	10:07	0000000000000
16	OK	002	418	00:00:34	RCV	BOEING C-17 SE	AUG-21	11:14	C50FC000BBDD0
17	OK	001/001	419	00:00:30	XMT	817148346478	AUG-25	06:58	6107A2000B070
18	OK	001/001	420	00:00:30	XMT	817148346478	AUG-25	07:06	6107A2000B070
19	OK	003	421	00:00:45	XMT	818182229608	AUG-25	11:16	0007A2000A070
20	OK	001	422	00:00:15	RCV		AUG-25	15:06	0407C0000BCC0
21	OK	001/001	423	00:00:49	XMT	819494253899	AUG-26	06:46	0107A2000A070
22	OK	001/001	424	00:00:49	XMT	819494253899	AUG-26	06:52	0107A2000A070
23	OK	001/001	425	00:00:36	XMT	817148346478	AUG-26	06:56	6107A2000B070
24	OK	001/001	426	00:00:36	XMT	817148346478	AUG-26	07:03	6107A2000B070
25	OK	001/001	427	00:00:48	XMT	817148346478	AUG-26	07:09	6107A2000B060
26	OK	001/001	428	00:00:48	XMT	817148346478	AUG-26	07:11	6107A2000B060
27	OK	001/001	429	00:00:14	XMT	27462	AUG-26	13:07	C107A2000BDD0
28	OK	001/001	430	00:00:14	XMT	27462	AUG-26	13:10	C107A2000BDD0
29	OK	008	431	00:01:40	XMT	813142320319	AUG-26	14:38	2107A2000BC80
30	OK	001/001	432	00:00:37	XMT	818888765119	AUG-26	17:29	0107A2000A070
31	OK	002	433	00:00:17	XMT	819783701604	AUG-26	17:36	2107A2000BDA0
32	OK	001	434	00:00:50	RCV		AUG-26	21:33	0507C0000A070
33	OK	002	435	00:00:53	RCV	SUP EQUIP/AS	AUG-27	08:02	C407C0000A070
34	OK	002	436	00:00:45	RCV		AUG-27	08:41	040FC0000A070
35	OK	001/001	437	00:00:33	XMT	812067665383	AUG-27	13:25	0107A2000A070
36	OK	001	438	00:00:13	RCV	BOEING C-17 SE	AUG-27	14:34	C50FC000BBDD0
37	OK	001/001	439	00:00:13	XMT	817145441979	AUG-28	07:30	6007A2000BCA0
38	OK	001/001	440	00:00:13	XMT	817145441979	AUG-28	07:37	6007A2000BCA0
39	OK	001/001	441	00:00:15	XMT	27462	AUG-28	09:21	C107A2000BDD0
40	OK	005	442	00:01:03	RCV	AVIONICS IPT	AUG-28	11:05	C507C0000BDD0
41	OK	001	443	00:00:43	RCV		AUG-28	12:16	0507C00000030
42	STOP	000	444	00:00:00	XMT	818437407547	AUG-28	12:56	0000000000000
43	OK	005	445	00:00:58	XMT	819783701930	AUG-28	15:01	6107A2000A070
44	OK	008	446	00:01:27	XMT	819783701930	AUG-29	08:03	6107A2000A070
45	OK	002	447	00:00:34	XMT	27462	AUG-29	09:28	C107A2000BDC0
46	OK	002	448	00:01:10	XMT	819406276810	AUG-29	13:01	0100A20000030
47	OK	002	449	00:01:10	XMT	819406276810	AUG-29	13:06	0100A20000030
48	OK	001	450	00:00:43	RCV	16043571004	SEP-01	23:07	0507C0000A070
49	OK	006	451	00:01:00	RCV	BOEING C-17 SE	SEP-02	07:49	C50FC0000BDD0
50	OK	004	452	00:02:21	XMT	92201048	SEP-02	08:27	0107A20008030
51	OK	004	453	00:02:11	XMT	92201048	SEP-02	08:33	0107A20008030

-BOEING L B