

**Newport Crossing Apartments**  
**7311 Coal Creek Pkwy SE**  
**Newcastle, WA 98059**  
**Phone. 425-228-7368**  
**Fax. 425-271-8754**

✱  
June 26, 2009

Dear Micheal and Elana Laham,

We received your request for reimbursement for an overnight stay at the SpringHill Suites Marriott. This letter is to inform you that we do not intend to reimburse you for the overnight stay. It was a completely unnecessary luxury that you chose to indulge in as your apartment was ready for re-entry by early evening of September 19<sup>th</sup> and was in perfectly livable condition.

When leasing agent Jennifer Engel did the move-in inspection with you she noted that the surround needed to be assessed for possible resurfacing, however tub/shower/surround resurfacing was never a guaranteed component of the renovation process. Further, advertising never indicated it would be. In fact, when you signed the original rent deposit and status agreement you insisted that Jennifer specify in writing and sign stating that several listed items would be renovated. She agreed; you may note, in your own paperwork, that tub/shower/surround resurfacing was not listed as an item among those promised.

Once our maintenance staff assessed the tub surround, their finding was that while the surround would be cosmetically improved by resurfacing, the tub/shower was perfectly usable as it was. However you communicated to the staff at Newport Crossing that you were still dissatisfied with the aesthetic appearance of the tub surround and insisted that, because it was beginning to peel, you wanted it resurfaced. Management agreed to resurface the surround.

You were given a choice of date for the resurfacing, and our copies of communications between the leasing office and yourselves show that you originally asked that it be done Monday through Friday after 3pm, Saturday, or Sunday. We informed you that the company we use for resurfacing, Red Rock Resurfacing, only does resurfacing work in occupied units in the mornings between 9am and 11am, in order to ensure that the apartment has sufficient time to air out before tenants re-enter in the early evening. Newport Crossing staff members specifically worked with you on choosing a date when you would be able to be out of your home for the day and not need shower facilities for 48 hours.

On September 15, 2008 you signed an agreement that authorized Red Rock Resurfacing technicians to enter and complete work on the tub surround in your apartment between the hours of 9am and 11am on Thursday September 18, 2008. At that time, you were again informed that you would need to vacate the apartment from 9am that morning until early evening of the same day when it would be safe for you to re-enter and again have full use of the apartment with the exception of the tub/shower area which was not to be used for 48 hours. Your letter addressed to PPC Newport LLC, dated 8 June 2008, (received by fax June 8, 2009) indicates that you were fully aware of your ability to re-enter the apartment by early evening of the date of service.

Not until June 8, 2009, which was over two months after you had moved out of your apartment home at Newport Crossing, did we receive notification, by facsimile, of your overnight stay and desire to be reimbursed for it. Had you wished to stay overnight in a hotel with the intention of being reimbursed by Newport Crossing, it was incumbent upon you to submit a request, prior to the services rendered by Red Rock Resurfacing, to Newport Crossing management stating the reasons you felt it necessary to rent a room for the night and have this request reviewed for approval. However, at no time before or after the resurfacing was being planned, executed or enjoyed (during your seven month stay at Newport Crossing) did you inform, in writing, or otherwise any member of Newport Crossing Staff of your desire to be reimbursed for an overnight stay at a hotel. Neither did you communicate to us the reasons you felt it necessary.

For the reasons stated above which, to recap, include: the work was done at your request, the work was purely cosmetic as the peeling wall did not interfere with your ability to use shower/tub facilities, we allowed you to choose a date of service on which you would be able to be out of the apartment from 9am until early evening and would not need shower facilities for 48 hours, you agreed to the time, date, and conditions Red Rock specified and did not inform us of your intent to rent a room on the day work was scheduled to be performed nor request that we reimburse you for such a stay we do not agree to reimburse you for your voluntary overnight stay at the SpringHill Suites Marriott.

Sincerely,

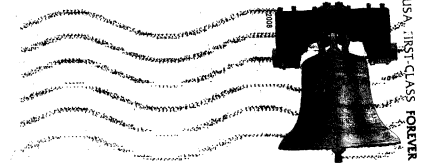
Stacy Pegram  
Community Director  
Newport Crossing Apartments

  
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