SAMPLE · FICTIONAL CASE · MADE WITH BINDERY

Whitfield v. Harbor Point Properties, LLC
Case No. 24-CV-01873

Submitted by Plaintiff

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PLAINTIFF'S

EXHIBIT

A

Residential Lease Agreement

Aug 1, 2023

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement ("Lease") is made on August 1, 2023, between Harbor Point Properties, LLC, a California limited liability company ("Landlord"), and Dana Whitfield ("Tenant"), for the premises located at 1180 Bayview Terrace, Unit 4B, Alameda, California 94501 (the "Premises").

1. Term.

The Lease begins on August 1, 2023 and continues for twelve (12) months, ending on July 31, 2024, unless terminated earlier under this Lease or by law.

2. Rent.

Tenant shall pay monthly rent of $2,450.00, due on the first day of each month, payable by electronic transfer to the account designated by Landlord. Rent received after the fifth day of the month is subject to a late charge of $75.00.

3. Security Deposit.

Tenant has paid a security deposit of $2,450.00. Landlord shall return the deposit, less lawful deductions itemized in writing, within twenty-one (21) days after Tenant vacates the Premises.

4. Use and Occupancy.

The Premises shall be used only as a private residence for Tenant and the persons listed in Addendum A. No business shall be conducted on the Premises that requires visits from the public.

5. Utilities.

Tenant shall pay for electricity, internet and gas. Landlord shall pay for water, sewer and trash collection.

6. Condition of Premises.

Tenant has inspected the Premises and accepts them as clean, safe and in good repair, except as noted in the Move-In Inspection Checklist signed by both parties.

7. Repairs and Maintenance.

Landlord shall maintain the Premises in a habitable condition as required by California Civil Code sections 1941 and 1941.1, including the roof, plumbing, heating and electrical systems. Tenant shall notify Landlord in writing of any defect or condition requiring repair. Landlord shall begin repairs within a reasonable time, not to exceed thirty (30) days after notice, and sooner where the condition affects health or safety.

8. Entry by Landlord.

Landlord may enter the Premises to make necessary or agreed repairs upon twenty-four (24) hours written notice, except in an emergency.

9. Water Intrusion and Mold.

Tenant shall promptly report any water leak, moisture accumulation or visible mold. Landlord shall investigate and remediate reported water intrusion within a reasonable time and shall bear the cost unless the condition was caused by Tenant.

10. Alterations.

Tenant shall not paint, install fixtures or make alterations without the prior written consent of Landlord.

11. Notices.

Notices to Landlord shall be sent to Harbor Point Properties, LLC, Attn: Property Management, 400 Marina Way, Suite 210, Oakland, California 94607, or by email to service@harborpoint-mgmt.example.

12. Entire Agreement.

This Lease, including its addenda, is the entire agreement between Landlord and Tenant. Any modification must be in writing and signed by both parties.

_____

LANDLORD: Harbor Point Properties, LLC Date: August 1, 2023

_____

TENANT: Dana Whitfield Date: August 1, 2023

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EXHIBIT

B

Email from D. Whitfield re ceiling leak

Mar 14, 2024

Gmail Dana Whitfield <dana.whitfield@mailbox.example>

Water leaking through kitchen ceiling — Unit 4B, 1180 Bayview Terrace

From: Dana Whitfield <dana.whitfield@mailbox.example>
To: Harbor Point Property Management <service@harborpoint-mgmt.example>
Date: Thu, Mar 14, 2024 at 7:52 AM

Hello,

I am writing to report an active water leak through the kitchen ceiling of my unit. Water started dripping from the light fixture and the seam above the sink at about 6:30 this morning. There is a brown stain roughly three feet across and the drywall is soft to the touch.

I have shut off the kitchen breaker as a precaution and placed buckets under the leak. The unit above (5B) may be the source. I have photos and can send them today.

Under Section 7 and Section 9 of my lease, please send someone to inspect and stop the leak as soon as possible. I am home all day today and tomorrow and can provide access at any time.

Thank you,

Dana Whitfield

Unit 4B · (510) 555-0148

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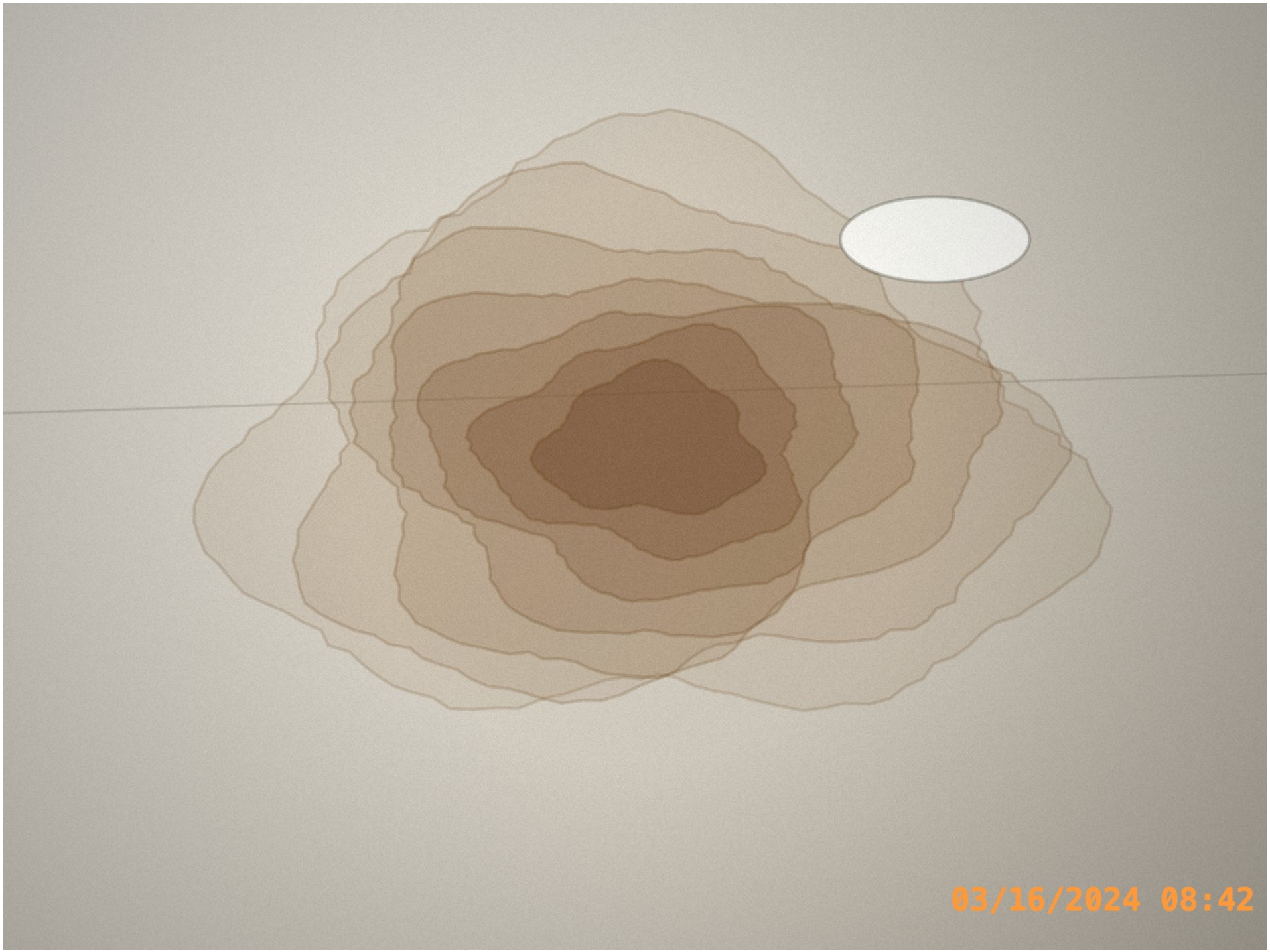
PLAINTIFF'S

EXHIBIT

C

Photo – kitchen ceiling water damage

Mar 16, 2024


03/16/2024 08:42

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EXHIBIT

D

Text messages with property manager

Mar 22, 2024

9:41

ME

Mark Ellison — Harbor Point

Sat, Mar 16 at 8:51 AM

Hi Mark, this is Dana in 4B. The kitchen ceiling is still leaking since Thursday. I emailed the office but no one has called back. Can someone come today?

Hi Dana. I'm out of town till Monday. Can you put a bucket under it for now?

It's getting worse and the drywall is sagging. I'm going to call a plumber today. I'll send you the invoice.

Ok. Don't open the ceiling yourself.

Fri, Mar 22 at 4:12 PM

Plumber found a broken supply line in 5B and fixed it. Ceiling is open and needs repair, and there's a mold smell now. When will someone come?

Mark?

Delivered

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EXHIBIT

E

Bayside Plumbing invoice 4471

Apr 2, 2024

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BAYSIDE PLUMBING & DRAIN

License #1048213 · 2215 Webster Street, Alameda CA · (510) 555-0172

INVOICE

BILL TO
Dana Whitfield, 1180 Bayview Terrace #4B

INVOICE NO.
4471

DATE
April 2, 2024

DESCRIPTION	QTY	RATE	AMOUNT
Emergency call-out, after hours (03/16/2024)	1	$185.00	$185.00
Leak detection — moisture meter and thermal imaging	1	$240.00	$240.00
Replace failed supply line, unit 5B (access from 4B ceiling)	1	$320.00	$320.00
Open and dry-out kitchen ceiling cavity, 3 days	3	$95.00	$285.00
Materials: braided supply line, fittings, sealant	1	$68.40	$68.40

Subtotal	$1,098.40
Tax (materials, 10.75%)	$7.35
TOTAL DUE	**$1,105.75**

Paid by tenant on 04/02/2024, card ending 2291. Note: tenant states landlord did not respond to service requests of 03/14 and 03/16. Ceiling drywall repair and mold testing not included — recommend licensed remediation contractor.

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F

Repair demand letter (certified mail)

Apr 15, 2024

Dana Whitfield
1180 Bayview Terrace, Unit 4B
Alameda, California 94501

April 15, 2024

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED (No. 9407 1118 9876 5432 1098 76)

Harbor Point Properties, LLC
Attn: Property Management
400 Marina Way, Suite 210, Oakland, California 94607

Re: Demand for repair of water damage and rent abatement — Unit 4B

Dear Property Manager:

On March 14, 2024, I notified you in writing that water was leaking through the kitchen ceiling of my unit. I followed up by text message on March 16 and March 22. As of today, thirty-two days later, no one from Harbor Point has inspected the damage or made repairs.

On March 16, 2024, I hired Bayside Plumbing & Drain to stop the active leak, which originated from a failed supply line in Unit 5B. I paid $1,105.75 for that work (invoice enclosed). The kitchen ceiling remains open, the drywall is stained and damaged, and there is a musty odor consistent with mold growth.

Under Sections 7 and 9 of the Lease and California Civil Code section 1941.1, you are required to maintain the Premises in a habitable condition and to remediate water intrusion. I demand that you (1) complete drywall repair and professional mold testing within fourteen (14) days of the date of this letter; (2) reimburse me $1,105.75 for the emergency plumbing repair; and (3) abate rent by fifty percent beginning March 14, 2024 until repairs are complete, given that the kitchen has been unusable.

If I do not receive a written response by April 29, 2024, I intend to pursue all remedies available to me, including filing an action for breach of the warranty of habitability.

Sincerely,

Dana Whitfield

Enclosures: Bayside Plumbing invoice no. 4471; photographs dated March 16, 2024