

Fw: Can not change contract on your own year one Anna

From: michael gasio (gasio77@yahoo.com)

To: tom.nguyen@dre.ca.gov

Date: Thursday, July 11, 2024 at 10:08 AM PDT

----- Forwarded Message -----

From: michael gasio <gasio77@yahoo.com>

To: Yulia <free2kaif@yahoo.com>

Sent: Wednesday, March 29, 2023 at 10:40:03 AM PDT

Subject: Fw: Can not change contract on your own

----- Forwarded Message -----

From: michael gasio <gasio77@yahoo.com>

To: Phat Tran <kyphat@yahoo.com>; Anna Ly <lymyhoa@yahoo.com>; Andrew Elkins <aelkins@gmail.com>

Sent: Wednesday, March 29, 2023 at 10:31:44 AM PDT

Subject: Can not change contract on your own

I am confused.

We signed a contract you wrote with language professionals helping you with.

You accepted my checks in our signed contract then after you signed the contract you changed your mind.

Your agent called and said I must send a wire not in contract extra \$30 each month. Almost \$720 in extra fees not in contract by end of second year.

We moved in on the first of the month.

Our contract says pay on the 1 day of each new month on 2nd day of new month rent it is late.

Where does it say to pay on the 20th early each month or you charge late fee?

Why you are threatening me with extra fees?

Please look at payment you asked for personal check only in contract.

Contracts are to protect everybody.

Please refund me \$360 if you wish to be fair and follow your contract.

RENT B Rent is due on the 1st no other date is marked.

DocuSign Envelope ID: BF76EC2B-F59F-4E3D-8C90-90545D1121DD



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (C.A.R. Form LR, Revised 12/21)

Date 04/21/2022, Michael A Gasio, Julia S Gasio (Landlord) and Phat Tran (Tenant) agree as follows ("Agreement"):

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 19235 Brynn Ct, Huntington Beach, CA 92648-6287 ("Premises").
B. The Premises are for the sole use as a personal residence by the following named person(s) only: Michael A Gasio, Julia S Gasio, and Tatiana Zvyagintseva
C. The following personal property, maintained pursuant to paragraph 11, is included:
D. The Premises may be subject to a local rent control ordinance

2. TERM: The term begins on (date) May 1, 2022 ("Commencement Date"). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Landlord, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Landlord or agent or Owner. If Landlord elects to void the lease, Landlord shall refund to Tenant all rent and security deposit paid.

(Check A or B):

- A. Month-to-Month: This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
B. Lease: This Agreement shall terminate on (date) May 1, 2023 at AM/ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by any rent increase cap or just cause eviction control under any state or local law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$5,000.00 per month for the term of the Agreement.
B. Rent is payable in advance on the 1st (or) day of each calendar month, and is delinquent on the next day.
C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.

D. PAYMENT:

- (1) Rent shall be paid by X personal check, money order, cashier's check, made payable to Phat Tran, wire/electronic transfer, or other
(2) Rent shall be delivered to (name) Phat Tran (whose phone number is) (714)390-2044 at (address) 20012 Sand Dune Lane, Huntington Beach, CA 92648, (or at any other location subsequently specified by Landlord in writing to Tenant) (and checked, rent may be paid personally, between the hours of and on the following days).
(3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.

E. Rent payments received by Landlord shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$5,000.00 as a security deposit. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.
B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
D. No interest will be paid on security deposit unless required by local law.
E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

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LR REVISED 12/21 (PAGE 1 OF 8) Tenant's Initials / Landlord's Initials

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 8)

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Anna Ly Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwof.com



Original contract paid 1 payment year 3

I am not mad just confused why you would write I this and not call me first?

Every payment was made by wire and sent 10 days early and you call me and say March has 31 days pay by 20th or I charge you extra \$500.

Not ever discussed we were to mail you a check each month by 2 day of new month.

Lets follow the contract you wrote and we agreed to.

Michael

Please call this evening so I can see that we have no more un-needed misunderstandings due to your agent being involved with out you present.

On your behalf we were told.

Ocean view

Large dogs welcome

Washer and dryer in unit

Pay by personal check