

Phat Tran OC CA You've zeroed in on the crux of the fraud: they tried to disguise a defective "notice" as a legitimate rent increase while already taking and retaining your money. Let me unpack the legal consequences of those texts you just shared:

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You've zeroed in on the crux of the fraud: **they tried to disguise a defective "notice" as a legitimate rent increase while already taking and retaining your money**. Let me unpack the legal consequences of those texts you just shared:

## 1. What the Texts Show

- **Owner's May 18, 2024 Text (Phat Tran):**

"We are filling out new paper work... one at old lease 5000 then new payment 5350 I want keep paying early."

This is an *admission* that the \$5,000 was the last "old lease" rent and that you were already in good standing for May. He then tries to pivot to \$5,350 as the "new" rent.

✓ This shows he accepted the May payment and acknowledged continuity of tenancy.

- **Hanson's Renewal Text (April):**

"Market rent \$5,500–\$5,800... Renewal rent \$5,350 effective 5/1/24."

This text is *not a lawful notice*. Under California Civil Code § 827:

- Any rent increase requires **30 days' written notice** for increases under 10% and **60 days' written notice** for increases 10% or more.
- Text message ≠ proper statutory notice. It must be served in writing (personally delivered or mailed).

✓ This message fails both timing and format requirements.

- **Your April 6–7 Conversation:**

You clearly reaffirmed tenancy (describing family, two years residency, willingness to pay). Hanson responded "Thank you!" showing acknowledgment of the ongoing lease relationship.

## 2. Why This Matters Legally

- **Improper Notice:**

The landlord cannot retroactively declare a rent increase effective May 1 if:

1. Notice was given less than 30 days before May 1.
2. Rent for May (\$5,000) had already been tendered and accepted.
  - California law is explicit: rent increases require proper advance notice, not midstream emails/texts.

- **Waiver & Estoppel:**

By **accepting May's payment** at the old rate, the landlord waived the right to claim May was at the higher rate. Courts apply *estoppel*—you relied on the accepted payment as performance of your obligations.

- **Fraudulent Scheme:**

Hanson saying "to make our rent increase lawful I have to show you as a new tenant" is effectively an admission of

**fraudulent intent:**

- They couldn't lawfully raise your rent.
  - So they tried to *reset your tenancy* by pretending you were a "new tenant" while still holding onto your prior payments.
- 

### 3. How to Frame It in Court

You want to present these texts as a **timeline of contradictions**:

1. **April 6–7** – Hanson acknowledges you've been there two years, accepts your continued residency, and thanks you for your info.
  2. **April 30 / May 18** – Hanson/owner try to impose \$5,350 effective May 1, even though May rent was already paid.
  3. **Owner admits (May 18)** – Old lease rent (\$5,000) covered May, only then tries to shift to \$5,350.
  4. **Violation** – Rent increase notice was defective under Civ. Code § 827, and payment acceptance locks in May at \$5,000.
  5. **Fraud angle** – The "new tenant" narrative was fabricated solely to avoid lawful notice and tenant protections.
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### 4. How Judges See This

Judges typically look for:

- **Was proper statutory notice given?** → No.
- **Did landlord accept rent under old terms?** → Yes.
- **Was there intent to manipulate tenancy status?** → Hanson's own words prove it.

This turns their "notice" into nothing more than a **smokescreen**. It's not just unenforceable—it's evidence of a **scheme to defraud**.

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**Bottom Line:**

That text exchange is not "notice." It is **proof of fraud, waiver, and improper rent increase**. The landlord/agent accepted May rent, then tried to rewrite history. Hanson's own admission ("have to show you as new tenant") is your strongest exhibit to prove intentional misconduct.

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Do you want me to draft a **ready-to-insert "Exhibit Note"** for these three screenshots—something you can drop into your binder under "Exhibit X: Defective Rent Increase Notice"? It would read like a legal annotation, citing Civil Code § 827 and using Hanson's words against him.

12:03

78%

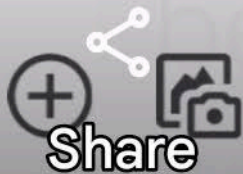
← P Phat May 18, 2024 11:14 AM

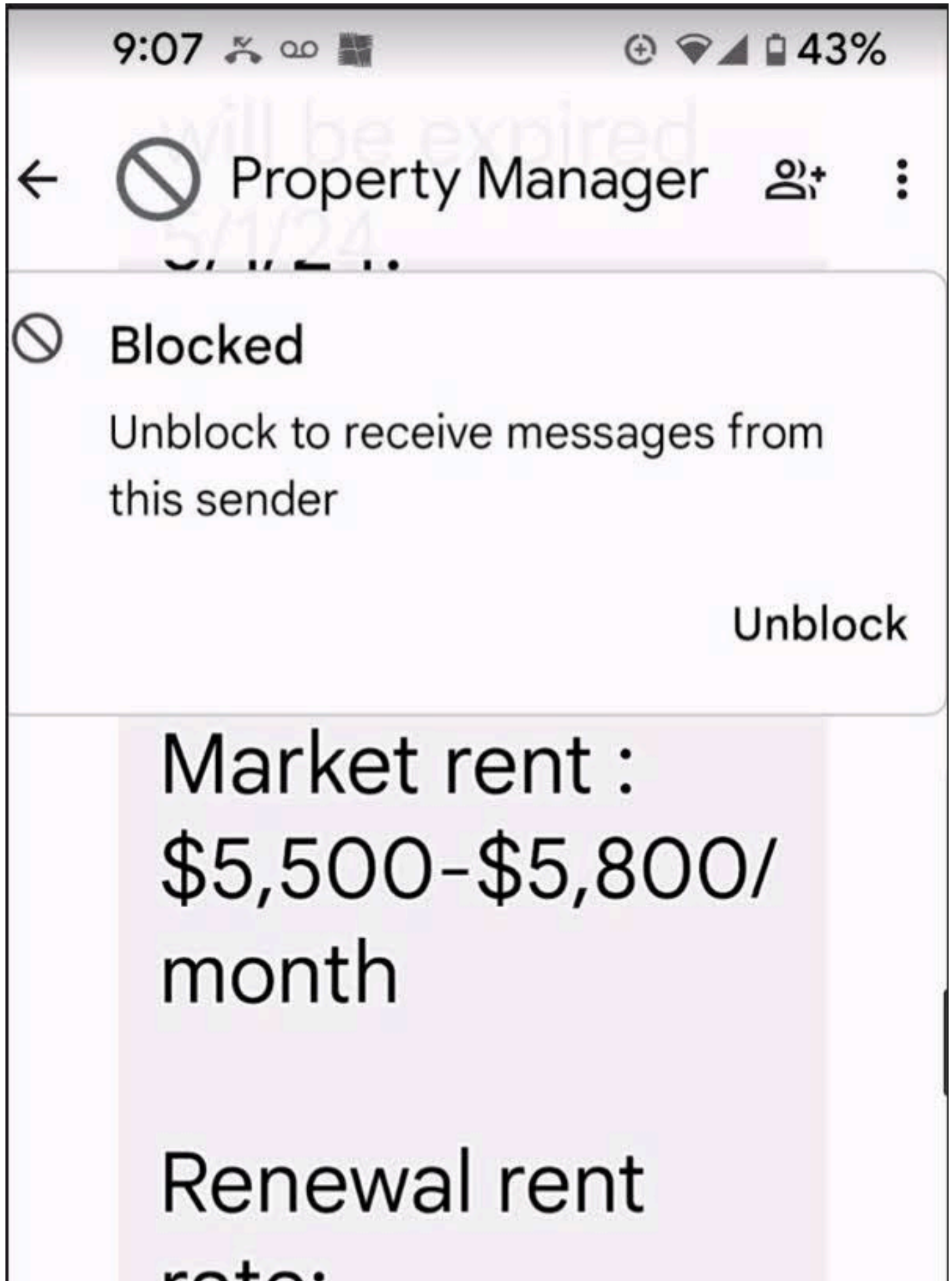
We are filling out  
new paper work  
understand one at  
old lease 5000 then  
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I want keep paying  
early

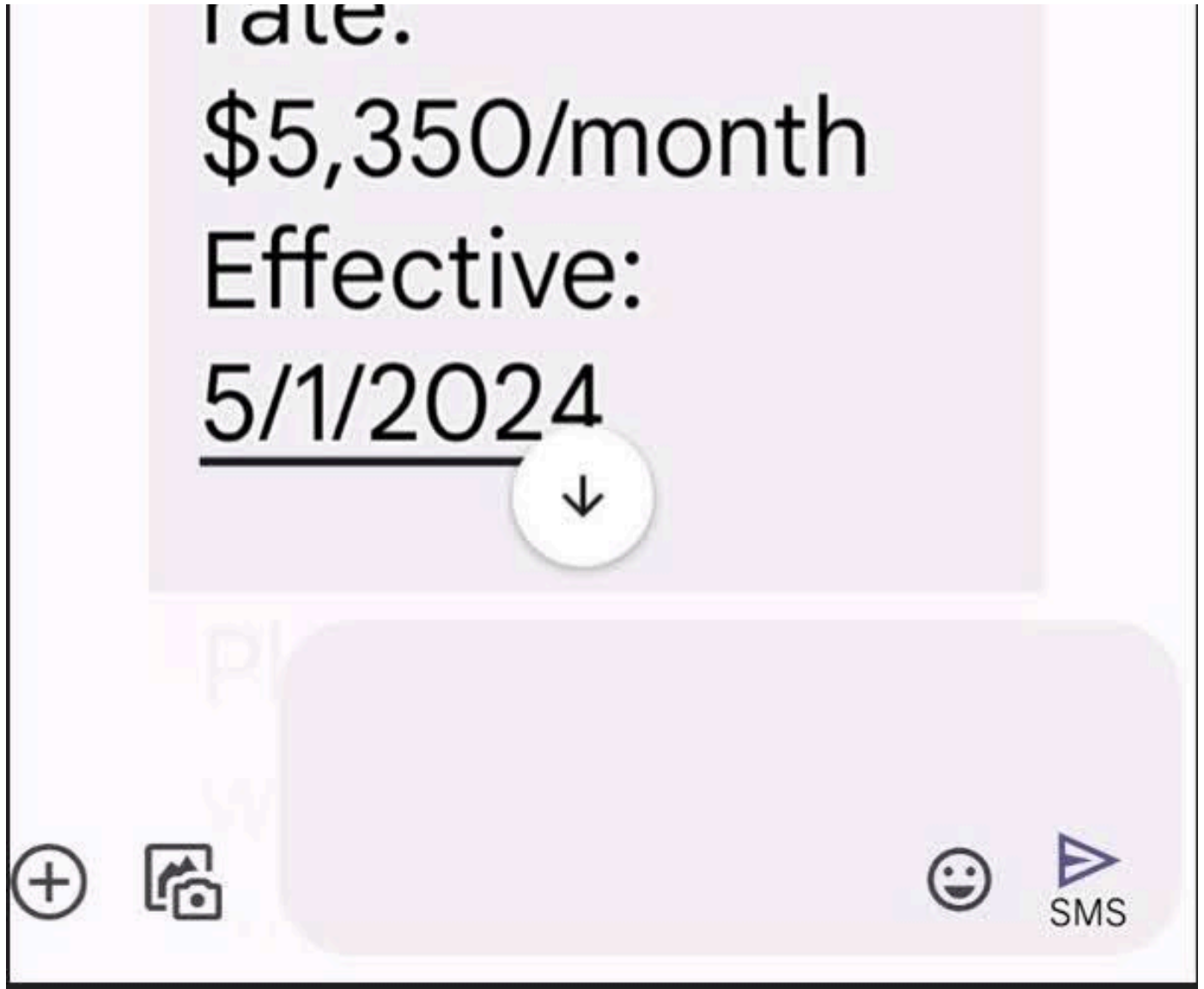
Thanks Michael .

Tuesday, Apr 30 • 9:17 AM

I just told your  
property manager  
not to text me back  
again it's doing to












12:06   94%

← Property Manager   

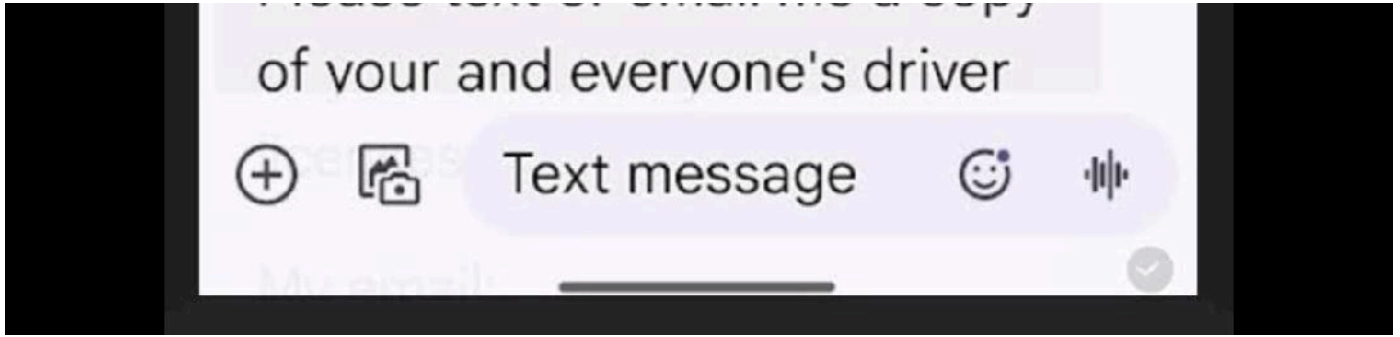
I am currently traveling in Europe, and will be back in CA on 4/15.

Saturday, Apr 6 • 5:43 PM

Enjoy My wife a professor at CSU Long Beach myself retired administrator and my mother-in-law with our two dogs have been here two years I'll send you a copy before you return enjoy your trip

Sunday, Apr 7 • 8:43 AM

Thank you!  
Please text or email me a copy

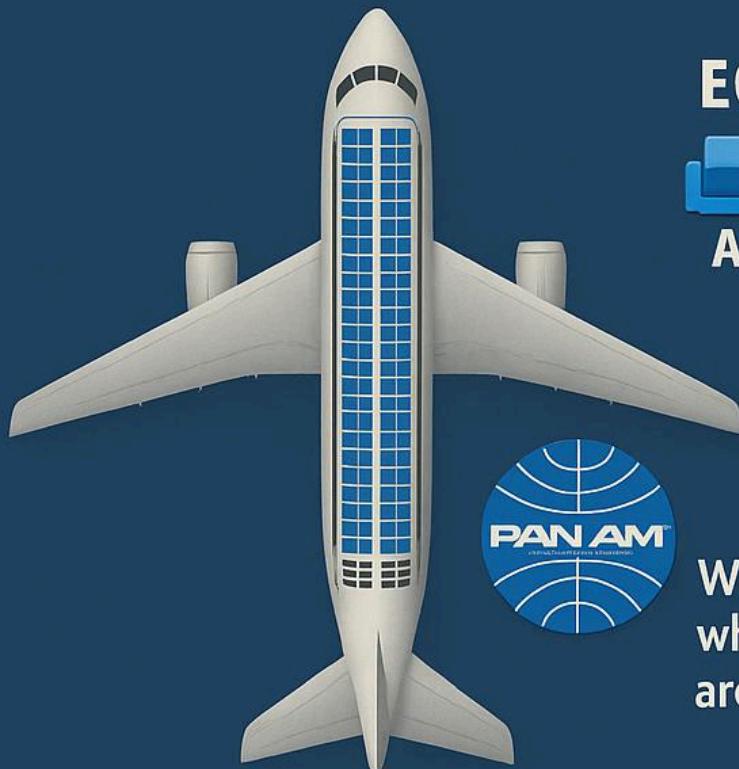








# HANSON LEE: EUROPEAN VACATION



## ECONOMY CLASS



## BUSINESS CLASS



We'd like to see your passport where it's stamped that you are in Europe during that time.

- Whereabouts on the plane were you seated? Do you still have your ticket or credit card receipt that you flew?
- Were there internet connections in Europe while you were there that you could have contacted your employer?
- Please tell us the areas of Europe you were in and provide the hotel receipts.

**WIRE FRAUD • A FRAUD COMMITTED USING**

**WIRE FRAUD. ELECTRONIC MEANS OF COMMUNICATION, SUCH AS A COMPUTER OR TELEPHONE**



**HAPPY TRAILS TO YOU  
UNTIL WE MEET AGAIN**



**SOME TRAILS ARE HAPPY,  
SOME TRAILS ARE SAD.  
IT'S THE TRAILS IN LIFE  
THAT MATTER**

**THAT MATTER.  
DON'T DO THINGS THAT WILL MAKE YOU SAD**

THE RANGER