

Howard, Megan E - DATCP

From: Patrick Arendt <patrickarendtlaw@gmail.com>
Sent: Friday, October 21, 2016 3:49 PM
To: Nicholas Kedrowski; Howard, Megan E - DATCP
Subject: Re: File 64660

Follow Up Flag: Follow up
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I represent Five Skies LLC in regard to your departments inquiry dated October 12, 2016 File #64660

1. Failure to disclose to tenant all uncorrected building and housing code violations which landlord received notice from code enforcement authorities.

Five Skies was unaware of any code violations prior to Ms. [REDACTED] renting the unit. The unit prior to be rented to Ms. [REDACTED] had not been occupied for some period of time while the park was under different ownership. In order to put the unit back into service, an inspection was performed by the Town of Saratoga building inspector and no code violations were noticed.

1a After the unit was rented to Ms. [REDACTED], Five Skies was noticed that the stairway riser placements were off and the risers have been repaired.

2. A promise to repair, or replace the screens in the unit was made orally to Ms. [REDACTED] prior to rental. The repair and replacement has been made.

2a A promise to replace the water lines to the unit was made in writing to improve water flow prior to rental. The replacement has been made.

3. Failure to complete promised cleaning, repairs or improvements

Ms. [REDACTED] regularly refused access to the unit to conduct repairs and would require ongoing and what appears to have been arbitrary rescheduling requests making it impossible to make or make on time requested repairs or inspections. Ms. [REDACTED] would then complain that the owners were artificially delaying any repair. Ms. [REDACTED] would then set arbitrary deadlines to fix items that she felt were in need of repair. The park agreed to add a water filter to rectify water clarity issues Ms. [REDACTED] complained about. Ms. [REDACTED] first refused access to complete the repair when Five Skies was 5 minutes late, after that date she refused access to make the repair. The addition of a water filter to address the water clarity issue was to be completed by a licensed plumber. The plumber was unable to complete the repair initially due her refusal to allow access to the property. Subsequently the the plumber had a family issue and the repair had been delayed due to his unavailability and the continuing refusal of the Ms. [REDACTED] to provide access.

The principle issues seems to have been

3a Sewer: A neighbors sewer line broke and within 24 hours of notice of the sewer line damage it was repaired. After the repair was made Ms. [REDACTED] neighbor disconnected the sewer line and open sewage

appeared on that neighbors lawn and the sewer line was repaired again within 24 hours. A sewer line clean out cap located on her property was damaged twice and repaired twice.

3b

Water: A complaint was made that the water in her unit was unsanitary. The water is tested each year at the well head and the water was subsequently tested outside faucet of Ms. [REDACTED] unit and was found to be within acceptable levels by the Wood County. Ms. [REDACTED] indicated that the water posed a health risk, which it was later determined did not. She then refused access to the unit to allow the landlord or Wood County the ability to inspect, and test water from inside the unit for the claimed health hazard.

4. Entering dwelling without giving 12 hour notice.

The dwelling was not entered without giving at least 12 hour notice.

5. Eviction as a result of retaliation.

The tenant has failed to pay the rent due in September and October 2016. An action to evict the tenant from the premises has been filed. The sole reason for the eviction action is the failure to pay rent.

6. Failure to specify the date or time period on or within which promised cleaning or repairs improvements were to be completed.

The promised improvement made to the unit prior to rental in April were completed by the end of May and the repair schedule were communicated to her orally.

Each future request for repair from the tenant that was agreed to by Five Skies was communicated to Ms. [REDACTED] along with the estimated time to make the repair.

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Ms. [REDACTED] has decided not to pay rent and has decided to not allow inspection and repair of the items she continues to complain about. When she was asked to pay the full rent after an agreed period of rent abatement for repairs that were made, she has decided to claim that the abatement should continue indefinitely for any item that she believes needs repair.

Should you have any questions regarding this matter please feel free to give me a call. Mr. Kedrowski has already sent you the water test results.

I apologize for the informality of this response but my client only became aware of your letter today and you requested a response by tomorrow.

My client acknowledges that Five Skies Inc. did not put in writing repair promises for repair of the screens in advance of the unit being rented.

Patrick Arendt

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