



Brian Anderson <tahoewebcompany@gmail.com>

Security Deposit

2 messages

Kevin Kornegay <kkornegay@gmail.com>

Tue, Dec 17, 2024 at 10:34 AM

Reply-To: kkornegay@gmail.com

To: Brian Anderson <tahoewebcompany@gmail.com>, Lanie Galland <miss.lanie.bug@gmail.com>

Brian & Lanie,

Following is the disposition of the security deposit,

Deposit \$2000.00

Cleaning crew for Kitchen, bathrooms, Laundry Area only. \$455.00

Replacement dishwasher \$373.33

Replace damaged front door latch. \$60.00

Total damage \$888.33

Balance due to you \$1111.67

Upon receipt of your new address I will forward a check to:

Brian Anderson & Lanie Galland

Regards,

Kevin Kornegay

Brian Anderson <tahoewebcompany@gmail.com>

Mon, Dec 23, 2024 at 1:02 PM

To: kkornegay@gmail.com

Cc: Lanie Galland <miss.lanie.bug@gmail.com>

Kevin,

Thank you for the itemized list of the damages and deductions from our deposit. We feel these charges are in bad faith, and as such, we will contest them. In this description, we will keep our responses as concise as possible.

Dishwasher Replacement

The dishwasher was functional when we vacated the premises and in the same condition we acquired it. If you recall, when we initially moved in 10 years ago, we reported to you that the dishwasher was flooding the kitchen during use. You suggested cleaning the drainage screen and lines. We did this, but it did not solve the problem. We noted to you that the issue was that the upper tray was worn from wear and tear and can be difficult to close back all the way. If the tray was not closed all the way, the dishwasher would not start (common safety feature). If the door was forced closed, it would start, but it leaked water onto the kitchen floor. The solution? Aside from repairing the faulty upper tray (or replacing the dishwasher), the remedy was to slowly and carefully slide in the tray while keeping it level and supported.

As such, we will not pay to replace an otherwise functional dishwasher that needed repair or replacement more than 10 years ago. Additionally, despite all of what we've stated above, the dishwasher was decades old. This is far beyond its useful expected lifespan (10, maybe 15 years maximum), and therefore, its depreciation would be zero.

Front Door Latch

Yes, this was damaged from the continual bombardment of ice chunks falling from the roof, which physically bent the lock components as the pressure on the load-bearing wall was immense. We had to remove the inner components to get the door open. We did not replace it, so yes, this needed to be repaired, but it was the only exit from the house for the entire winter, and would have been our only escape during an emergency.

Cleaning Crew.

From the lease: "Deliver premises in clean condition and carpets professionally cleaned."

"In California, delivering a premise in clean condition" generally means that a landlord must provide a rental unit to a tenant that is free of excessive dirt, debris, garbage, and other visible signs of uncleanliness, essentially "broom clean," when the lease begins; this includes the tenant's responsibility to leave the unit in a similarly clean state when moving out."

We spent substantial time cleaning, leaving the premises far cleaner than legally required.

We also were not provided (or scheduled for) a final inspection walk-through. On 11/27/24, you were informed that the house would be vacant and clean by 11/30/24 at around 1pm. Since we did not receive a final inspection, we decided to take extensive and detailed videos/photos of every room, bathroom, cabinets, walls, floors, oven, etc. Additionally, we invited several neighbors to personally inspect the premises (some of whom rent out rooms of their own), where they made their own observations and suggestions, and they took their own documentation of the house's condition.

If you felt that you needed a cleaning crew for a premise that was clean per CA renting law, that is certainly your decision. We, however, are not responsible here. (To us, this highlights the importance of a final inspection.)

Finally, CA law states the following:

California Civil Code section 1950.5 requires that the landlord set up a pre move out inspection. Failure to do so requires the landlord to provide you with 100% of your deposit within 21 days after the lease ends.

Notwithstanding the other points in this email, this section alone substantiates remittal of the full \$2000 deposit.

In Closing

Attached is the carpet cleaning bill.

Our current forwarding address is:

Brian Anderson
11791 Hanley Drive
Grass Valley, CA 95949

Please send our deposit in full by 12/31/24.

On a personal note, we hope our possessions you requested that we leave behind helped in your efforts to fully furnish the premises for your current (new) tenants. We know our things are not high-end, but we also understand how expensive it can be to furnish a home. As such, we hope our things made it easier for you to do so. (Items include 2 couches, 1 refrigerator, 1 clothes washing machine, 1 clothes dryer, 1 futon, 1 dresser, 1 box spring & mattress, bedding, 1 tv, 1 dvd player, pots, pans, toaster oven, waffle maker, various cooking utensils, plates, silverware, etc.)

Regards,

Brian Anderson & Lanie Galland

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Brian Anderson

Owner, Lead Developer
Tahoe Web Company

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Truckee_Carpet_Cleaning.pdf

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