

Elena Ruth

From: Elena Ruth <elenaruth@aol.com>
Sent: Wednesday, March 27, 2013 5:44 PM
To: 'Anna Cappelen'
Cc: 'cck@corcoran.com'; 'fkohl@corcoran.com'; 'Slattery, Mary'
Subject: Your Unpaid 2nd Utilities Deposit, the Underpayment of your 1st Utilities Deposit -- & Your Further Obligations Under the Lease Agreement
Attachments: signed-lease-feb-2012.pdf

Dear Anna,

I was most disappointed to have received no response from you with respect to your obligation under the February 2012 rental agreement to furnish me with a second utilities deposit of \$3,250, which was due September 1, 2012. The estimated utilities for the rental, spanning May 11, 2012-April 2, 2013, appearing once in ¶15 and twice in ¶16 of the rental agreement, was \$6,500. You have paid only \$2,600 by check dated April 26, 2012. This is \$650 less than the amount you should have paid as a first utilities deposit because ¶15 of the agreement contains the incorrect figure of \$2,600 -- presumably because Felicitas used her prior April 2011 rental agreement as a template -- that being the utilities deposit you paid for your May 27, 2011 -September 6, 2011 summer rental of the house. The correct figure for the first utilities deposit for the 11-month rental, which appears in ¶16, is \$3,250. Surely you would agree that a \$6,500 estimated utility deposit divided into two installments is \$3,250 for each.

When I wrote you on February 26th requesting the \$3,250 second utilities payment, I gave you the figures showing that the \$2,600 you had given me for your first utilities deposit had already been spent on your behalf -- and that I had, by then, incurred \$1,810.05 in further charges. The figure is now about \$2,000 -- and, obviously, with having to fill the oil tank next week, upon the conclusion of your rental, I will be incurring another \$600 or more on that.

Therefore, kindly make a direct deposit of \$3,250 into my Citibank account without delay -- bearing in mind that you have not furnished \$650 owed for the first utility deposit. Once again, my account # is 021000089-75345898.

The rental ends this Tuesday, April 2nd, at noon. Under ¶16 of the rental agreement, entitled "CONDITION OF THE PREMISES", my obligation was to deliver to you the premises "as shown in good order and repair". Yours is to "return the Premises at the end of the Lease term in the same condition as received, subject only to ordinary wear and tear, damage by fire or other casualty." This ¶16 also expressly states: "Tenant shall not undertake any alterations or repairs to the Premises without prior written consent of the Landlord, including but not limited to the removal and/or storage of Landlord's furnishings."

Kindly confirm that you are making arrangements to return the house to me on Tuesday, April 2nd, in "the same condition" as when you "received" it, as is your obligation under the agreement.

As you know, when you arrived at the house on May 11, 2012 to take possession, you asked whether you might rearrange the furniture so as to create a comfy area for your daughter in what was the dining room alcove. You further asked whether you might move some of the furniture from the house into the boathouse, with the balance to be placed in the garage. Although I preferred that furniture be stored in the basement, I allowed you to use the garage to store a couple of items: these being, as I recollect, the living room coffee table and the glassed vitrine cabinet. I also allowed you to take down from the attic a mattress & box-spring for the alcove area, which you hadn't told me would be used, as apparently it was, as a bedroom for your daughter. (You also preferred not to have the bed tables that were in my sister's waterfront bedroom -- and these I took with me, as likewise, several lamps and the TV that had been on a table in my front bedroom, none of which you wanted).

As I recollect, you told me that you had worked out a design as to how you everything would be arranged -- and, indeed, you arrived with at least two friends, who immediately got to work moving the furniture and flat-screen TV from where they had been. I trust that these friends or others will be helping you return all the furniture and the TV to where it was -- and that you will remove all the child stickers that have been placed on furnishings. Perhaps this has already been done.

I am most concerned about the white, three-part shelving unit that had been in the living room & which had held the flatscreen TV. When I left, you and your friends had moved the flatscreen TV and the low red glassed cabinet from the living room to the alcove and had taken the three-part shelving unit outside and placed the pieces upright by the boathouse, to be moved inside the boathouse -- or so I was told. Yet, on October 28th, when I returned to the house for the first time to protect it from Hurricane Sandy -- because you were not planning to do so -- I was shocked to see the shelving unit on its side, under a tarp, rotting -- and that the garage was stuffed with the huge beautiful sofa that had been in the boathouse. I was also disappointed to see that you had moved out the rattan type chairs from the living room -- and placed them outside, with the predictable weathering effect.

I was further shocked to see that, without my permission -- indeed, without your even asking me --you had painted my sister's blue bedroom white and, likewise, painted the yellow hallway area white. This replicated what you had done the previous summer in painting my own newly-painted yellow bedroom white-- which you had done without my permission and without asking me -- a fact I had objected to at the end of the 2011 summer rental, upon discovering what you had done. The only permission I ever gave you for painting in connection with that rental was in response to your asking me if you could paint the green kitchen white. At no time did you ever ask me about any other painting -- or, for that matter, ever say that you would not, upon the conclusion of that rental, repaint the kitchen to the color it had been. As you know, it was only as an accommodation to you -- because you told me you were wanting to rent the house the following summer -- that I left the kitchen and bedroom the white color you had painted them.

Hopefully, your \$3,500 security deposit will cover all this damage and unauthorized alteration -- and there will be no further items for which you are chargeable. I hope, for example, that you have the keys to the French doors of the boathouse, as I did not see them in the little drawer of the kitchen spice-rack, where it had been.

Frankly, since you always told me how much you loved the house, I was most disappointed that you did not alert me, as early as possible, to the fact that you would not be renting again this summer, at the conclusion of the lease, so that I could have addressed these issues with you at that time, not to mention alerting brokers that the house would be available. Nor do I appreciate your failure to immediately respond to my e-mails earlier this month about brokers who had called me requesting to show the house to prospective renters.

A further broker has called me, requesting to show the house to a prospective renter this Friday, between 12 - 1 pm. I hope this will not inconvenience you.

Thank you.

Elena
914-455-4373

-----Original Message-----

From: Elena Ruth [mailto:elenaruth@aol.com]

Sent: Tuesday, March 19, 2013 10:20 PM

To: 'Anna Cappelen'

Cc: 'cck@corcoran.com'

Subject: Anna, tomorrow morning will be 5 days since you sent me the below e-mail --

It will also be 12 days that you have had the bills, which I sent you on March 8th.

I believe my February 26th letter itemizing your utility charges and requesting your second utility deposit that was due on September 1st was more than sufficient, but, on March 5th, you requested that I furnish you the bills which I promptly did. What more do you require?

Please confirm by tomorrow that you will be mailing me a check or making a direct deposit into my Citibank checking account.

Thank you.

Elena
914-455-4373

-----Original Message-----

From: Anna Cappelen [mailto:anna@curiouslyyellownyc.com]

Sent: Friday, March 15, 2013 8:33 AM

To: Elena Ruth

Subject:

Hi

Sorry for late replay. I have been working in Europe. Will go over everything and get back to you ASAP

Sent from my iPhone