

BUILDING INSPECTION REPORT

Denton Building Inspections

221N Elm Street * Denton, Texas 76201
Office (940) 349-8360 * FAX (940) 349-7208

Date: 5/30/2013 Permit #: 1305-0699

Inspection Address: 1004 MORSE ST
Type of Inspection: 52 - CODE COMPLIANCE
Contractor Name: _____
Phone #: _____
Backflow Assemblies Installed: Yes _____ No _____
Circle Type: Double-check _____ RP _____ PVB _____
Customer Service Inspection (TCEQ.290.47[j]) _____

- ☐ Approved
☐ Approved with Conditions Listed
☒ Failed Inspection
☐ Failed w/ Re-inspection Fee
☐ Failed Plans/Permit not Available
☐ Inspection Not Complete
☐ Inspection Cancelled

Approval as a result of an inspection shall not be an approval of a violation of the provision of the model construction codes, or of other ordinances of the jurisdiction. Inspections presuming to give authority or violate or cancel the provision of this code or of other ordinances of the jurisdiction shall not be valid.

STOP WORK ORDER

This Stop Work Order is issued pursuant to Section 114 of the Building Code. For instructions regarding compliance or appeal of this order you must contact the Building Official within 10 days of the date hereof.

NOTICE & ORDER

This Notice & Order is issued pursuant to Section 113 of the Building Code. For instructions regarding compliance or appeal of this order you must contact the Building Official within the time limit noted below.

STOP Work + Notice + Order's hereby issued.

(5/29/2013 9:52 AM ZL) Khosrow Sadeghian Pran Realty, P.O. Box 505
PLUMBING, ELECTRICAL, ETC. BEING PERFORMED WITHOUT PERMITS 940- [REDACTED] Denton 76201

(5/29/2013 1:52 PM BE)
please contact our office concerning possible work without permits
05/30/2013 52 - CODE COMPLIANCE BE New part line w/o inspection

Shower drain to under floor - not sealed
to pan.

w/h - no disconnect in TYP OUTSIDE

Electrical work done without permits

No disconnect for Furnace.

Primary + pan^{drains} tied together. No secondary drain

Old Condenser Electric Line has break in wall in attic &
has not been removed or made safe
various electrical devices / openings not operational.

MUST CONTACT our Office concerning SWO + NO -

MUST contact my office No later than, 4 June 2013
by 4:00 pm or citations may be issued.

MUST contact my office to discuss and/or receive citations.

BE

0.00

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05/29/2013 INITIAL INSPECTION

BE FAILED

(5/28/2013 9:52 AM ZL)

PLUMBING, ELECTRICAL, ETC. BEING PERFORMED WITHOUT PERMITS

(5/29/2013 1:52 PM BE)

please contact our office concerning possible work without permits

05/30/2013 52 - CODE COMPLIANCE

BE

STOP Work + Notice + Order's hereby issued.
Khosrow Sadeghian Prm Realty, P.O. Box 505
940- [REDACTED] Denton 76201
New part line w/o inspection
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various electrical devices / openings not operational.

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by 4:00 pm or citations may be issued.

MUST contact my office to discuss and/or receive citations.

BE

0.00

6/12/2013
11:54:33AM

City of Denton .NET
INSPECTION ACTIVITY



BILLY EWTON

COMMERCIAL COMBINATION INSPECTOR
BUILDING INSPECTIONS DIVISION

OFFICE
940-349-8195

FAX
940-349-7208

EMAIL: billy.ewton@cityofdenton.com

www.cityofdenton.com

CITY HALL WEST • 221 N. ELM • DENTON, TEXAS • 76201

Permit No. 1305-0699

Site Address 10

Applied 5/28/2013

Applicant

Approved

Owner SADEGHIAN, KHOSROW

Issued

Contractor

Parent Permit No.

Description WORK W/O PERMITS

Notes

Requested Time / By	Scheduled Completed	Inspection Type	Inspector	Result Remarks	Notes
5/28/2013 09:51 ZL	5/29/2013 5/29/2013	INITIAL INSPECTION	BE	FAILED	(5/28/2013 9:52 AM ZL) PLUMBING, ELECTRICAL, ETC.. BEING PERFORMED WITHOUT PERMITS (5/29/2013 1:52 PM BE) please contact our office concerning possible work without permits (5/30/2013 10:44 AM BE) STOP WORK ORDER AND NOTICE AND ORDER are hereby issued, MUST CONTACT OUR OFFICE NO LATER THAN 4 JUNE 2013, BY 4:30PM OR CITATIONS MAY BE ISSUED, shower drain to underfloor - not sealed to pan and discharging to ground below, w/h no disconnect and no T&P ran, electrical work done without permits(new line to condenser) old condenser electric line has break in wall or attic and has not been removed or made safe various electrical devices and openings not operational, furnace primary and pan drains tied together and no secondary drain or flow switch - A/C not cooling house. must contact my office to discuss and / or receive citations owner / landlord is KHOSROW SADEGHIAN Pram realty PO Bx 50593 Denton, tx 76206 972-██████████ 940-██████████ plumber Mike 214-██████████ electrician, Jim Price wills point, 903-██████████ (6/4/2013 8:56 AM BE) spoke with Mike 214-██████████ maintenance man, he understands I have a hold on utilities until permits and inspections are in order.
5/29/2013 17:01 CLS	5/30/2013 5/30/2013	52 - CODE COMPLIANCE	BE	FAILED	
6/4/2013 08:54 BE	6/4/2013 6/4/2013	FOLLOW-UP	BE	APP W/COND	
6/4/2013 08:56 BE	6/17/2013	FOLLOW-UP	BE		

INSP_DETAILS

CRW SYSTEMS



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-62594

Received Date: April 10, 2017

CONSUMER INFORMATION

Primary Consumer:

MELISSA VARDAS

Secondary Consumers:

Consumer Contact Person:

Consumer Address:

[REDACTED]

Denton, TX 76205

Denton County

United States

Consumer Contact Information:

Home: [REDACTED]

Work: [REDACTED]

RESPONDENT INFORMATION

Primary Respondent:

Kamy Real Property Trust

Secondary Respondents:

Respondent Contact Person:

Khosrow Sadeghian

Respondent Address:

PO BOX 50593

DENTON, TX 76206

Denton County

United States

Respondent Contact Information:

Unknown

Email:

COMPLAINT SUMMARY

Khosrow Sadeghian acts as a real estate broker/entity, advertises lease-to-own, does not return security deposits, leases property that City's Consider Un-inhabitable. City kicked me out of the home about the time Mr. Sadeghian filed eviction even though we were current on our lease. City pulled meters due to work done without permit, sewer drained under the home, electric un-safe, and elements were not kept out of home (wind/snow/rain), asbestos.

He has re-leased home without proper inspection and code violations.

He refuse to return my security deposit despite numerous contact. Property was left clean and un-damaged.

I want my deposit of \$14,528.84 returned the letter was sent 6/17/13 and NO reply or reasons given as to what was deducted. per §92.103 Obligation to Refund

a) Except as provided by Section 92.107, the landlord shall refund a security deposit to the tenant on or before the 30th day after the date the tenant surrenders the premises.

(b) A requirement that a tenant give advance notice of surrender as a condition for refunding the security



KEN PAXTON
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deposit is effective only if the requirement is underlined or is printed in conspicuous bold print in the lease.

(c) The tenant's claim to the security deposit takes priority over the claim of any creditor of the landlord including a trustee in bankruptcy. §92.107 Tenant's Forwarding Address

(a) The landlord is not obligated to return a tenant's security deposit or give the tenant a written description of damages and charges until the tenant gives the landlord a written statement of the tenant's forwarding address for the purpose of refunding the security deposit. Mailed CRR June 17, 2013.

(b) The tenant does not forfeit the right to a refund of the security deposit or the right to receive a description of damages and charges merely for failing to give a forwarding address to the landlord.

§92.109 Liability of Landlord

(a) A landlord who in bad faith retains a security deposit in violation of this subchapter is liable for an amount equal to the sum of \$100, three times the portion of the deposit wrongfully withheld, and the tenant's reasonable attorney's fees in a suit to recover the deposit.

(b) A landlord who in bad faith does not provide a written description and itemized list of damages and charges in violation of this subchapter:

(1) forfeits the right to withhold any portion of the security deposit or to bring suit against the tenant for damages to the premises; and

(2) is liable for the tenant's reasonable attorney's fees in a suit to recover the deposit.

(c) In an action brought by a tenant under this subchapter, the landlord has the burden of proving that the retention of any portion of the security deposit was reasonable.

(d) A landlord who fails either to return a security deposit or to provide a written description and itemization of deductions on or before the 30th day after the day the tenant surrenders possession is presumed to have acted in bad faith.

COMPLAINT DETAILS

First contact with business: I responded to a Website or e-mail solicitation

Other:

Solicitation in other language:

Transaction Place: Other

Other:

Contract Signed: Yes

Amount Requested: \$4,290.00

Amount Paid: \$14,528.84

Method of Payment: MONEY ORDER

Payment Subtype: Bank Money Order

Date of Payment: October 19, 2012

Complained to Business: Yes

Date of Complaint: June 20, 2013



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

Complaint Number : CGS-62594

Received Date: April 10, 2017

Business Response: No response and again on 7/1/14 no response. I had retained an attorney to file, but he got scared and returned my retainer 7/1/16

This man continues to act as a realtor, his website reflects realtor and preys on the public.

Contacted Another Agency or Private Attorney: Yes

Name and Address of Agency: He held my retainer for 2years and then returned it.

Action Taken by Attorney: failed to do anything

COMPLAINT INFORMATION

CGS Analyst: marisol.bernal-leon@oag.texas.gov

CPD Region: Dallas

Complaint Source: Web

RESIDENTIAL LEASE

Terms

Date: October 22, 2012

Landlord: Khosrow Sadeghian
Landlord's Address: PO Box 50593, Denton, TX 76206-0593

Tenant(s): Melissa Vardas
[REDACTED]
Denton, TX 76207

Premises:

Street address/suite: 1004 Morse Street
City, state, zip: Denton, TX 76205

Monthly Rent: \$1795.00 per month

Term (months): Thirty-six (36) months

Commencement Date: 10/22/2012

Termination Date: 9/30/2015

Security Deposit: \$3590.00

Pet Deposit: \$350.00 per pet; at time of move-in, tenant has 2 pet= \$700.00 total.

Use: PRIVATE RESIDENCE ONLY

Occupants (other than Tenant): Brenna Vardas, Jacob Vardas

Utilities to Be Provided by Landlord: None

Annual rent Increase: In the event Tenant holdover beyond the term of this Lease, the Monthly Rent shall increase 10% on the "Anniversary Date" (being the day and month of the Commencement Date set forth below) each and every year this Leases shall be in effect.

Definitions

"Injury" means (a) harm to or impairment or loss of property or its use or (b) harm to or death of a person.

"Landlord" means Landlord and Landlord's agents, employees, invitees, licensees, or visitors.

"Tenant" means Tenant and Tenant's contractors, invitees or visitors.

"Rent" means Monthly Rent plus any other amounts of money due Landlord by Tenant (including, but not limited to, late fees and charges (including those for Rent paid after it is due), and bank or collection charges or fees for dishonored checks or drafts (including items/checks/drafts returned for insufficient funds, stop payment orders, closed accounts, etc.). It is expressly understood and agreed, by Landlord and Tenant that this clause is intended to permit collection of all said sums set forth herein as Rent under Texas Rule of Civil Procedure 738 (including any amendment or change thereto).

Clauses and Covenants

A. Tenant agrees to –

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Obey all laws, ordinances, orders, rules, regulations, and covenants applicable to the Use, condition, and occupancy of the Premises.
3. Pay monthly, in advance, on the third day of the month, the Monthly Rent to Landlord at Landlord's Address.
5. Pay, as additional Rent, all other amounts due under this lease.
6. **After the 3rd of each month, a late charge of \$10.00/day will be applied starting from the 1st.**
Pay an administrative fee of **\$35.00** for any and all checks returned (including insufficient funds, ("NSF"), and stop payment, etc).
7. Pay for all utility services used by Tenant and not provided by Landlord.
8. Allow Landlord to enter the Premises to perform Landlord's obligations, and to inspect the Premises.
9. Repair any damages to the Premises caused by Tenant or the occupants.
10. Pursuant to the last sentence of clause #13. The Landlord will make repairs and pass the cost to the Tenant. Repairs must be submitted in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.
11. Maintain insurance on Tenant's personal property.

12. Move out of the Premises at the end of the Term, unless by mutual agreement for the tenant to stay longer as per mutual agreement and that no default occurred in payment.
13. Accept the Premises in their condition "AS IS," the Premises being currently suitable for Tenant's intended use. Due to Tenants request the rent had been reduced from **\$1995** to **\$1795** per month. The \$200.00 difference is to be used for upgrades on the property. These upgrades will be verified by the owner and if not completed by specified time the \$200.00 difference in the rent will be charged back to the Tenant from the start of the contract and the Owner will complete the upgrades himself using the \$200.00 difference money. The upgrades are to be completed within 30 days unless otherwise specified by the owner. At any time the Tenant may request the Landlord to fix any item that needs upgrades; however, it will be charged back to the tenant per this contract.

B. Tenant agrees not to –

1. Use the Premises other than as a residence occupied by the named Tenant and the occupants listed under "Occupants (other than Tenant)."
2. Create or permit a nuisance or interfere with any other tenant's Use of its Premises.
3. Change Landlord's lock system.
4. Alter the Premises.
5. Allow a lien to be placed on the Premises.
6. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord agree to –

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement date and ending on the Termination Date.
2. Obey all laws, ordinances, orders, rules, regulations, and covenants applicable to the Use, condition, and occupancy of the Premises.
3. Provide the utilities specified in the lease – if any.
4. Return the Security Deposit to Tenant within thirty days following the end of the Term, after subtracting from the Security Deposit all amounts applied to cure any breach of the lease by Tenant as provided below, provide that Tenant has given Landlord written notice of Tenant's new address.

D. Landlord and Tenant agree to the following:

1. *Casualty/Condemnation.* If the Premises are damaged by fire or other casualty or are condemned, then either Landlord or Tenant may terminate this lease by

notifying the other. Any Rent prepaid by Tenant will be returned to Tenant on termination.

2. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to remedy a condition that materially affects the physical health or safety of an ordinary tenant within ten days after written notice, unless such condition results from Tenant's actions.
3. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not remedy a condition (not resulting from Tenant's actions) that materially affects the physical health or safety of an ordinary tenant for thirty days after notice, terminate this lease.
4. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to timely pay Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.
5. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for possession or damages or both.
6. *Mitigation.* Landlord and Tenant have a duty to mitigate damages.
7. *Security Deposit.* If Tenant defaults, Landlord may use the Security Deposit to pay arrears of Rent, to repair any damage or injury, or to pay any expense or liability incurred by Landlord as a result of the default.
8. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.
9. *Notice to Vacate Prior to Filing Eviction Suit.* If Tenant has defaulted in the performance of his obligations herein, and has not cured or remedied said default as/if permitted herein, Landlord **may** file a forcible detainer suit three (3) days after giving the Tenant notice to vacate.
10. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and any other costs.

11. *Venue.* Venue is in the county in which the Premises are located.
12. *Entire Agreement.* This lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.
13. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.
14. *Limitation of Warranties.* **THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.**
15. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
16. *Texas Property Code.* Landlord and Tenant each acknowledge that chapter 92 of the Texas Property Code, which deals with residential tenancies, affords certain rights and imposes certain duties on them.
17. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.
18. *Asbestos.* Buildings or structures located on the Premises may contain asbestos-containing material or presumed asbestos-containing material as defined by OSHA regulations. Tenant has inspected the Premises and conducted such tests and inspections as Tenant deems necessary or desirable. Tenant will provide Landlord with copies of all such test results and inspections. Tenant will comply with all rules and regulations relating to asbestos in performing any maintenance, housekeeping, construction, renovation, or remodeling of the premises, and Tenant will bear all costs related to removal and disposal of asbestos from the Premises.
19. *Utilities.* Tenant is considered as primary tenant of the residence and is therefore responsible for paying all utilities for the property.

Comments:

Emergency Contact: _____
Relationship (ie. mother, sister) _____

LANDLORD:



Khosrow Sadeghian

Date: 10/23/12

TENANT(S):



Melissa Vardas

Date: 10/23/12

Home Phone: _____

Cell: 

Work: 

Email: _____

Tenant Ledger
Vardas, Melissa
1004 Morse Denton
(Unit ID: Morse, 1004)
Khosrow Sadeghian

Date	Acct	Description	Check #	Charges	Payments	Balance
10/19/2012	1000	Partial deposit	Cash	\$0.00	\$505.00	-\$505.00
10/22/2012	1030	Security Deposit Bank Account		\$3,590.00	\$0.00	\$3,085.00
10/22/2012	4025	Pet Deposit		\$700.00	\$0.00	\$3,785.00
10/23/2012	1000	Partial deposit	Cash	\$0.00	\$1,500.00	\$2,285.00
11/01/2012	4000	November Rent/Lease Income		\$1,795.00	\$0.00	\$4,080.00
11/09/2012	1000	Partial deposit	MO 2064	\$0.00	\$1,000.00	\$3,080.00
11/23/2012	1000	Payment from Vardas, Melissa	MO 8628	\$0.00	\$500.00	\$2,580.00
11/30/2012	4100	Late Charge Income		\$300.00	\$0.00	\$2,880.00
12/01/2012	4000	December Rent/Lease Income		\$1,795.00	\$0.00	\$4,675.00
12/04/2012	1000	Payment from Vardas, Melissa	mo 2614	\$0.00	\$1,000.00	\$3,675.00
12/05/2012	4180	City of Denton Bill		\$86.37	\$0.00	\$3,761.37
12/31/2012	4100	Late Charge Income		\$310.00	\$0.00	\$4,071.37
01/01/2013	4000	January Rent/Lease Income		\$1,795.00	\$0.00	\$5,866.37
01/08/2013	4180	City of Denton bill		\$301.04	\$0.00	\$6,167.41
01/31/2013	4100	Late Charge Income		\$310.00	\$0.00	\$6,477.41
02/01/2013	4000	February Rent/Lease Income		\$1,795.00	\$0.00	\$8,272.41
02/05/2013	1000	Partial past due	mo 6324	\$0.00	\$500.00	\$7,772.41
02/05/2013	1000	Partial past due	mo 6385	\$0.00	\$1,000.00	\$6,772.41
02/05/2013	1000	Partial past due	mo 6386	\$0.00	\$400.00	\$6,372.41
02/05/2013	4180	City of Denton Utility Bill		\$495.60	\$0.00	\$6,868.01
02/28/2013	4100	Late Charge Income		\$280.00	\$0.00	\$7,148.01
03/01/2013	1000	Payment from Vardas, Melissa	mo 6911	\$0.00	\$1,000.00	\$6,148.01
03/01/2013	1000	Payment from Vardas, Melissa	mo 6912	\$0.00	\$800.00	\$5,348.01
03/01/2013	4000	March Rent/Lease Income		\$1,795.00	\$0.00	\$7,143.01
03/08/2013	1000	Payment from Vardas, Melissa	mo 7065	\$0.00	\$1,000.00	\$6,143.01
03/31/2013	4100	Late Charge Income		\$310.00	\$0.00	\$6,453.01
04/01/2013	4000	April Rent/Lease Income		\$1,795.00	\$0.00	\$8,248.01
Total :				\$17,453.01	\$9,205.00	\$8,248.01

11/30/2012	4100	Payment from Vardas, Melissa	MO 2064	\$0.00	\$0.00	\$4,080.00
12/01/2012	4000	Late Charge Income	MO 8628	\$0.00	\$1,000.00	\$3,080.00
12/04/2012	1000	December Rent/Lease Income		\$300.00	\$500.00	\$2,580.00
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03/31/2013	4100	Late Charge Income		\$310.00	\$0.00	\$6,453.01
04/01/2013	4000	April Rent/Lease Income		\$1,795.00	\$0.00	\$8,248.01
04/17/2013	1000	Payment from Vardas, Melissa	mo 9570	\$0.00	\$800.00	\$7,448.01
04/17/2013	1000	Payment from Vardas, Melissa	mo 9299	\$0.00	\$1,000.00	\$6,448.01
04/19/2013	1000	Payment from Vardas, Melissa	mo 9598	\$0.00	\$500.00	\$5,948.01
04/19/2013	1000	Payment from Vardas, Melissa	mo 9599	\$0.00	\$500.00	\$5,448.01
04/30/2013	4100	Late		\$300.00	\$0.00	\$5,748.01
05/01/2013	4000	May Rent/Lease Income		\$1,795.00	\$0.00	\$7,543.01
05/06/2013	1000	Payment from Vardas, Melissa		\$0.00	\$4,580.00	\$2,963.01
05/19/2013	4100	Late Charge Income		\$190.00	\$0.00	\$3,153.01
Total :				\$19,738.01	\$16,585.00	\$3,153.01

1985

1985

I am concerned about a few items regarding 1004 Morse Street.

1. Finish-out
2. Lease Payments

The first day we met about the property I asked about the heat/ac and said that I could not afford an astronomical electric bill. The house I was leaving was \$500+ a month and I would not be able to maintain that. You stated to me with Matt in the room that it would be finished out and well insulated and that there would not be any concerns with insulation.

Our first meeting I stated I wanted to do the lease purchase, was willing to help work on the property and use what supplies/materials I had available to get the property finished out by November 15, 2012.

You told Matt the day I signed the lease that you would complete the finish-out and that small changes could be made. I made changes to two walls (I have original pictures and diagram of home prior to work beginning and what changes were to be made. I did the wall changes myself so that it didn't slow Matt & his helpers down. The day I signed the lease you told Matt to get as many guys on the property to get the trash cleaned out and finished out by November 15, 2012.

Unfortunately the water and sewer connection to the City took longer than anticipated (December 21st). December 21, 2012 was the exact date the city came out to run the line to the property, then Mike (your Plumber) had to connect to the sewer and water lines. I personally pulled the permit for the water connection and as far as it records show these are the only two permits that have been pulled for this remodel/finish out.

The yard has been trenched and pipes open since December 21st and remain a hazard. We have covered part of the trench already. This was the weekend of Christmas. We moved partially in the week of Christmas (we did not have a working sink or toilet or shower until December 24th, nor do we have a completely function bathroom still (see list below).

We had to be completely moved from the other property by December 31st but did not get moved completely out until January 4, 2013. I have consistently worked on the Morse house and property on a daily basis to where it is somewhat habitable.

I have given Mike (on two different occasions since January 1st) and Matt (prior to the change of property Management) a list of things that still had to be completed:

Electrical:

1. Electric wires are still dangling hot from various areas within the house (I purchased all the electrical fixtures and have had them here since December 1st) throughout the house

2. Light switches that operate nothing
1. Light that I cannot turn off
2. Plugs that do not work

Heating/AC

5. Heat/ac drain pipe has nowhere to drain except onto the ceiling of bathroom hall.
6. Heat/Ac Vents that go nowhere and are not punched through to rooms
7. Vent covers

Water

8. One working Sink out of three sinks
9. One half-finished shower
10. One Unfinished tub/shower (tile & Plumbing)
11. Upstairs bathroom toilet is consistently stopping up and not flushing properly
12. The sewer and water lines are still exposed

Windows

13. Three windows (two in the bathroom upstairs I purchased and have had ready since December)
14. One is for the Exposed exterior wall downstairs that only sheet rock keeps rain from coming in
15. Kitchen window leak where exterior walls are all needing resealing
16. Every window upstairs needs replaced in the bedrooms air blows right through them (six windows are here to be installed I just need help installing them and finishing that part out)

Stairs

17. Stairs still have the broken board and landing no hand rail (I purchased one but need to install)

Roof

18. Sky tube that I have a plastic bag over to keep from leaking onto the stairs (Cover needs to be found (I am working on this myself))
19. Roof leak (I patched the vent hole the plumbers cut into the roof and never finished out Christmas day during the sleet)
20. Roof leak on the flashing between the newest part of the roof and the upstairs wall. (Patched this leak twice)

Exterior

21. Every board that was originally caulked is letting air through the walls; this will require a large amount of caulk to be run along each seam (I have purchased caulk and done most of the house myself & Paid Liz to help).
22. The air cuts through all the walls and I have begun to wrap the house with the plastic to help reduce the airflow in/out. (This is where ALL the heat/air is coming in and out of the house) It

has no insulation in any exterior walls except one section.

23. Kitchen door Leaks onto floor and has begun to buckle the new flooring (dormer needs to be installed or a parking cover of sorts?)

24. South window was falling out of the wall because it was never encased and finished out (three 2x4's were holding it in and one came off) I encased the exterior and still need to finish the inside part.

25. Huge holes in the areas where plumbing was dug under house

Interior

26. Door Knobs (3 locking interior, (I purchased two already)

27. Fire Alarms (I purchased 2)(4 additional ones needed) This is required to be supplied by Landlord yet never was installed or purchased

28. Floor thresholds (7 total)

29. Dryer Vent to put to the exterior through the wall (I have already completed this 3/2/2013)

30. Bedroom door fixed to open and close and threshold

31. Kitchen door threshold and floor buckling.

Kitchen

32. Kitchen tile back splash to be finished

33. Vent hood and electrical still to be fixed and installed

34. Dishwasher electric connected (completed by me 3/1/13)

35. Dishwasher water connected (completed by me 3/4/13)

1. Upper cabinets still need to be purchased (one more top cabinet and one three door for above fridge)

Insulation

37. Attic and exterior wall insulation (I have purchased a few rolls but have found I need 400sq ft. blowing insulation will fill the attic and above the living room areas to reduce airflow

38. Wall insulation – wrapping the house and vinyl or stucco seem to be the most cost effective. (requirements of city code state wind & weather proof exterior to be within code and must maintain 60degree temp throughout the house)

I have switched the electric into my name as of February 12, 2013. I did not have the time to get this done prior to this date because I have been working non-stop on the house and my jobs. I have been working on the house to get as livable as possible on limited resources.

I have spent over 315 hours of work on the house since I signed the lease in October. From laying the flooring, cleaning, trash pickup, installing walls, electrical fixtures, caulking, insulating and various other things to help get it ready. I have had help from Liz on floors, cleaning, caulking, painting and various other projects to make the house habitable which is also 300+ hours since October. Basically we have spent about 4 hours a day working on the house and property.

I have spent \$2900+ on materials for the house from insulation, tile, flooring, fixtures, repairs, windows since October. I will supply receipt copies to you if you would like them for record.

I do not mind doing a lot of work myself like we discussed but I've put so much on the house so far just to be able to function in it. I love the property and house! For example you paid for half of the floor; I supplied the other half of it and installed it all so that the guys could work on the other stuff and it saves you labor. This way your cost was for materials only.

Unfortunately I was not prepared to have such a high deposit/rent and I also had to pay rent on the other property until I could move into this one which was an additional \$3000 that I had not anticipated. I was to be moved by the 15th November which would have cost me \$700 instead. I did not anticipate the \$2600 in materials either that I have spent on the property to become semi-inhabitable.

Additional Acreage Rental:

Regarding use of the other 2 acres, our agreement was I would clean it up and clean out the barn of the 3000+ lbs of trash to use for my horses. The agreement was I could use the property until I was settled in and that has not occurred due to the unfinished work. I am willing to lease the property but told you it would be May before I could or would do a lease on that portion. That in lieu of rent I would clean it up and maintain like I would if I was renting it. Thus I have.

Contract/Lease Purchase Agreement Discrepancies:

The Day I signed the contract I questioned all of it (finish out, as-is, deposit amount) you stated that you would honor the ad posted on craigslist and that this was just a general lease. Matt (Your property manager was present at the time) and you stated the property would be finished out and the little changes were not a problem. I said I couldn't do that amount on the security deposit and you stated to contact you and we would work it out and that I if received payment from the last landlord (refund) I would pay in full as soon as I received it from them. you were agreeable and said just to let you know. (I did twice and spoke with Matt too.)

The day I signed I buried my husbands Grandmother (you were aware of this and said you had another person coming if I did not sign that day). I rushed through and had my family calling to deal with the burial and had to leave quickly. But you were adamant that the finish out and insulation would not be an issue.

I also commented that it was a lease purchase and the \$1795 was you stated yes, yet the contract says nothing. I emailed you and never received a response. Here is a copy of the ad I responded to was told was the agreement between us.

\$1395 / 3br - 1950ft² - House on 2.5 acres- 1004 Morse St (Denton) Date: 2012-10-14, 5:23PM CDT

Reply to this post q222p-3272408070@hous.craigslist.org [Errors when replying to ads?]

This is a 3 bedroom, 1 bath, house in Denton on 2.5 acres, for sale/rent by owner. 2/3 of the remodeling work has been completed. This property is \$1395 lease to own as is, \$1495 if you want to rent with option to buy and \$1795 if you want to lease to own with the home being completed. \$199,000 to purchase with cash, \$210,000 to purchase with owners financing. Owner takes almost all credits and old bankruptcies and evictions are okay.

The owner is willing to work with most credits and OLD evictions. There is a \$65 application fee and deposit is equal to first month's rent. Please call 940-536-1275 or 940-536-1274 or respond by email.

We are an Equal housing opportunity. We do NOT charge to show our properties. We are private owner investing. BE AWARE of those who charge to show properties. For your own protection: Do not wire money as a condition for leasing. Do not rent without seeing the property first. check our our website: www.peramrealty.com *Please when you call or email us, make sure to include the address of the property you are interested in. Thank you!! 1004 Morse St (google map) (yahoo map) cats are OK - purrrr ogs are OK - woof Location: Denton

it's NOT ok to contact this poster with services or other commercial interests

PostingID: 3272408070

1. Per ad: \$1795 (one month deposit) was all that was required. Rent can not be charged until home/rental is habitable (Septic & Water is a required mandate by State/City regulations) which places December 24, 2012 as the first date legal lease/rental charges can be placed into effect.
2. In addition no mention of pet deposits were ever discussed until lease was signed and you said oh we can work on this.
3. Ad also stated complete finish out lease/purchase \$1795 with sales price of \$210,000 with owner financing.

Payment Information Per Peram:

So here is a breakdown of Charges Stated I owe thus far: (which are erroneous)

\$3590 Security deposit for Morse (\$1795 ad states unless this is false advertising)
\$700 Pet deposit (Did not mention at the first meeting nor mentioned in ad)
\$1795 November rent (was UN inhabitable until December 24, 2012) (and is still out of code)
\$1795 December Rent (Not able to live in able to move in partially Dec 24th)
\$7880 PePeram/Mr Sadeghain states I owe

Payment Information As it Should be based on City/State Regulations:

Charges that should be paid by Myself (per ad/and City/State Regulations)

\$ 2149.52 Charges PerAm/Mr. Sadeghian can legally charge (\$1795 deposit + \$65.00 application fee + 289.52 rent)
\$289.52 December prorated amount for 24th - 31st)

\$4505.00 paid to PerAm/Mr. Sedeghian from 10/14/2012 to January 1, 2013 Overpayment to be applied to January \$2355.48 so January was paid in advance no late charges apply

(\$2355.48) credit January Rent due 1/1/13 (overpayment on account of \$2355.48 - \$1795.00 = 560.48 credit on account)

I owe electric for 5 days at \$10.03 per day = \$50.13 for (301.04 electric bill stated I owed) (\$560.48 - 50.15 = \$510.33 overpayment on account still)

February Rent Due 2/1/2013 (paid 2/5/13) (\$1795 + \$40 late fee - (\$510.33) (credit on account) = \$1324.67 balance paid \$1900 on 2/5/13 = (-\$575.33) credit)

January electric I owe \$495.60 electric due in February (\$575.33 credit less \$495.60 electric (\$79.73) on account as of 2/6/13)

March rent \$1795 - (\$79.73) credit = \$1715.27 - 1800.00 paid March 1st (\$84.73) credit still on account)

Plus another \$1000.00 payment on 3/8/2013 = (\$1084.73)credit on account

April rent due 4/1/13 \$1795 less \$1084.73 = \$710.27 paid \$1800.00 on 4/16 = (\$1089.73)credit on account

\$710.27 being paid late 4/16 late charges of \$150.00 apply less (\$1089.73) credit on account leaving a (\$939.73) Credit on account as of 4/16/13

Here is a list of monies paid for supplies purchased this does not include labor paid out on property.

\$1219 December Supplies purchased

\$1229 November Supplies Purchased

\$468 January Supplies Purchased

\$2916 Supplies purchased

This does not include labor/time for Liz and I helping due to other properties Matt and Mike have had to take care of. We continued to do work so that they could take care of your other properties. (About 600hours combined)

I have also had to do a lot of work around the property that I did not list above.

I love the property and would not put the effort into it that I have. I have provided a list of things still needing to be completed, if I have materials I can do most of the work. There are a few items I will need some assistance with to complete.

Mike and Matt had informed me they would get the materials, but I have not spoken with Matt since I spoke with you back in March. Mike has dropped off a few supplies but as you can see from the list above there are some items still required.

The property and lease was based craigslist ad specifications, finish-out and your cooperation you stated I would have. I gladly helped work on the property and have, I also have supplied a lot of materials like we discussed.

Please let me know what arrangements we can agree to so that we both are content with the property. I really enjoyed working with Matt and Mike on getting the projects completed. If we can plan a few of the above out in some fashion I am agreeable to it being completed in phases over a few months. I am willing to work with you on solutions.

I have enclosed an additional \$1000 to be applied to my account for rent so that I can maintain a credit balance each month as I do not want any additional late charges nor issues to transpire due to past due payments. Please let me know what we can do to rectify the above issues asap.

Thank you!

Melissa Vardas

940- [REDACTED]

INCIDENT REPORT

LOCATION

AGENCY		ORI #: TX0610200	INCIDENT #: 13005731	REPORT DATE 6/1/2013 6:08:44 PM	
DATE(S) OF INCIDENT: TIME(S) OF INCIDENT: Start 06-01-2013 18:00 End 06-01-2013 18:00		REPORT TYPE: <input type="checkbox"/> INITIAL REPORT <input type="checkbox"/> SUPPLEMENT	INCIDENT STATUS: <input type="checkbox"/> UNFOUNDED <input type="checkbox"/> CLEARED BY ARREST <input type="checkbox"/> CLEARED EXCEPTIONAL <input type="checkbox"/> PENDING <input checked="" type="checkbox"/> INACTIVE	EXCEPTIONAL CLEARANCE DATE	EXCEPTIONAL CLEARANCE
LOCATION OF INCIDENT 1004 MORSE ST			COUNTY CODE 061	WEATHER: 1 CLEAR	LIGHTING: DAYLIGHT

OFFENSE

Statute UCR CODE	Statute DESCRIPTION UCR CODE DESCRIPTION	CJIS	STATUS COMPLETED ATTEMPTED	OFFENDER
1 42.07 90Z	HARASSMENT 90Z ALL OTHER OFFENSES	53990004	<input checked="" type="checkbox"/> <input type="checkbox"/>	*****
2			<input type="checkbox"/> <input type="checkbox"/>	
3			<input type="checkbox"/> <input type="checkbox"/>	

BIAS MOTIVATION (OFFENSE 1 - 3)	LOCATION OF OFFENSE (OFFENSE 1 - 3)
1	1 1004 MORSE RD
2	2
3	3

TYPE CRIMINAL ACTIVITY:	TYPE WEAPON/FORCE INVOLVED
1	1 <input type="checkbox"/> AUTOMATIC
2	2 <input type="checkbox"/> AUTOMATIC
3	3 <input type="checkbox"/> AUTOMATIC

(For Burglary Only) NUMBER OF PREMISES ENTERED	METHOD OF ENTRY: F <input type="checkbox"/> FORCIBLE N <input checked="" type="checkbox"/> NO FORCE	OFFENDER(S) USED: A <input type="checkbox"/> ALCOHOL C <input type="checkbox"/> COMPUTER EQUIP D <input type="checkbox"/> DRUGS
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VICTIM NAME: VARDAS, MELISSA	PHONE: 940-
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ADDRESS (Street, City, State, Zip)	DENTON TX 76205-
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VICTIM

TYPE OF VICTIM	RACE: WHITE	SEX: FEMALE	RESIDENT STATUS:	ETHNICITY: N	AGE: 38 DOB: CONNECTED TO OFFENSE: 90Z
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AGGRAVATED ASSAULT CIRCUMSTANCES	JUSTIFIABLE HOMICIDE CIRCUMSTANCE	INJURY TYPE B <input type="checkbox"/> BROKEN BONES I <input type="checkbox"/> POSS. INT INJURIES L <input type="checkbox"/> SEVERE LACERATION U <input type="checkbox"/> UNCONSCIOUSNESS N <input checked="" type="checkbox"/> NONE M <input type="checkbox"/> MINOR INJURY O <input type="checkbox"/> MAJOR INJURY T <input type="checkbox"/> LOSS OF TEETH
1		
2		

RELATIONSHIP OF VICTIM TO OFFENDER 1 - 10 OK OTHERWISE				
1 KNOWN	2	3	4	5
6	7	8	9	10

ADMIN

NAIR, ROOPAK	41472	06-01-2013	REPORTING OFFICER SIGNATURE
REPORTING OFFICER	ID	DATE	
WILLENBROCK, PAUL R	24222	06-03-2013	APPROVING SUPERVISION SIGNATURE
APPROVING SUPERVISOR	ID	DATE	
NOT ASSIGNED,	00001		
INVESTIGATOR	ID	ASSISTING OFFICER	ASSISTING OFFICER ID

INCIDENT REPORT NARRATIVE

AGENCY	ORI #: TX0610200	INCIDENT #: 13005731	REPORT DATE 6/1/2013 6:08:44 PM
SUMMARY			
<p>The victim claims that she is being harassed by her landlord through text messages.</p>			

Eviction Notice

Date: 4/16/13

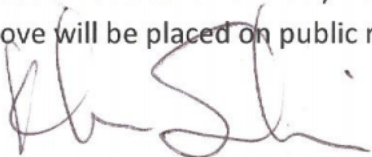
To: MELISSA GARDAS and all occupants

From: Khosrow Sadeghian

You have three (3) days from today to vacate the premises located at
Texas due to nonpayment.

1504 Horse ST.
Denton, TX
76205

If you do not vacate the premises within three (3) days, I will have to file an eviction with the J.P. Court. You must leave the premises in good, clean condition. If the property is not left clean further lawful action will be taken or if any intentional damages are caused vandalism charges may follow. Any of the above will be placed on public record.



Khosrow Sadeghian

P.O. Box 50593

Denton, TX 76206

Phone: 940-536-1274

Fax: 214-447-9365

Cell: [REDACTED]

Witnessed: Chuck Hay

