

Elena Ruth Sassower

10 Stewart Place, Apt. 2-DE
White Plains, New York 10603

E-Mail: elenaruth@aol.com

914-455-4373

Cell: 646-220-7987

BY E-MAIL & CERTIFIED MAIL/RRR

May 17, 2013

Anna Capellen
285 Lafayette Street, Apt. 2B
New York, New York 10012

Dear Anna,

Pursuant to ¶1 of our signed rental agreement, you were required to provide me with a security deposit of \$3,500. This was to be held by me:

“against any injury to the property and any outstanding bills itemized by Landlord for which the Tenant is responsible at end of lease term and to ensure the performance of all the terms of this lease. The deposit shall be returned, minus deductions, within 45 days following the expiration of the Lease. Tenant shall remain responsible for any charges in excess of the security deposit.”

The following is the “injury to property”, totaling \$4,406.99, to which your \$3,500 security deposit has been applied, leaving \$906.99 owing:

The white three-piece, living room, shelving unit. This unit was in excellent condition. However, after telling me that you were going to be moving it from the living room to the boathouse, you, inexplicably, left it outside the boathouse, in a heap, exposed &/or under tarps for 11 months. As a result it was dirty, moldy, mildew-smelling, and warped, with the seams of the wood moldings, panels, and shelves opened and so compromised that the back leg from the center piece fell off when moved. Only because it was an expensive wood unit, not pressed board, did it not disintegrate utterly.

My recollection was that the cost when I bought it from Crate & Barrel in 2000, was about \$2,000. Crate & Barrel appears not to stock it any longer –or anything like it. The closest I found on the internet is this:
<http://www.bookcasesgalore.com/bookcases/standard/hamptonwallbookcasesmall.cfm>

It is sale priced at \$2,346.99 -- normally \$3,837.99.

Repainting of the two bedrooms & hallway. You never asked my permission to paint these rooms from their original blue and yellow colors – and I never gave you permission to paint them, let alone, as ¶6 of the rental agreement requires, in writing. Nor would I, as the front bedroom had been newly painted yellow and the waterfront bedroom is my sister’s – as to which I could not have even given

permission. The only room you ever asked if you could paint was the kitchen – and you never indicated that you would not, thereafter, be returning it to its green color.

Although I am entitled to charge you for the cost of repainting the kitchen, I will only charge for repainting the two bedrooms and hallway, estimated at \$1,500. This is additionally fair, as I am not charging you for the dislocation and inconvenience of having the painting done during my use of the house, rather than during yours.

Moving the furniture back to where it had been. You rearranged the furniture in the house, moved items to the garage, boathouse, took a bed down from the attic, and, as with the shelving unit, left it outside. You returned nothing to where it had been at the commencement of the rental, in violation of ¶6 of the rental agreement. The expense of moving everything back, which required four people to accomplish, was \$200.

Other damage:

- (1) stain on the mattress in the waterfront bedroom –
which would have resulted from your removing the plastic protector.....\$25
- (2) the decorative stained-glass night-light was broken.....\$15
- (3) wine glass was broken.....\$10
- (4) a relatively new corn broom was missing –
& in its place a smaller, completely worn broom.....\$20
- (5) vacuum which did not work.....\$100
- (6) hose caddy was bent and not easily usable.....\$40
- (7) outdoor use of my 2 living room straw-type chairs, resulting in discoloration.....\$70
- (8) outdoor use of 4 indoor wood folding chairs, rendering them worthless\$80

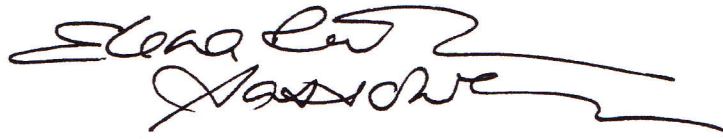
Total: \$360

PLEASE NOTE: I am not now charging you for the three days beyond the Tuesday, April 2nd end of your rental when you effectively remained in possession by virtue of the huge amount of personal items you left behind – and which I spent hours gathering together on Thursday, April 4th, upon my return to the house (I have already furnished you illustrative photos with my May 1st letter). These personal items were removed by your housekeeper Carolyn – on Friday, April 5th – (excepting the items which she said I should dump – and which I did dump). Certainly, until midday April 5th I had no heat because you left the oil tank completely empty, failing to refill it, as was your obligation under ¶16 of the rental agreement. If you leave me no choice but to bring this matter to court, I will seek reimbursement for your holding over.

Kindly forward me the \$906.99 owing for damages, as likewise the \$3,863.99 in utility charges itemized by my May 1st letter to you. The total of these two is \$4,770.98.

Please be advised that should you ignore this letter – as you have ignored my May 1st letter – I will be forced to take legal action against you for breach of the rental agreement and will seek such additional costs, expenses, and damages to which I am entitled. I hope that will not be necessary. I would appreciate your response within ten days so that I know how to proceed.

Thank you.

A handwritten signature in dark ink, appearing to read "Elena Levasseur". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

cc: Corcoran-Southampton/Bridgehampton
Felicitas Kohl/Corcoran
Carey Adina Karmel/Corcoran