

Chaltu Musse

6 South Calvert #7
Baltimore, Maryland 21202
(763)528-1842
chaltu.musse@aya.yale.edu

Alexander Vasserman

6 South Calvert #7
Baltimore, Maryland 21202
(215)528-3427

Date: 14 April 2025

Via Certified Mail - Return Receipt Requested

6 South Calvert Partners, LLC.

Trademark Properties

8120 Holly Manor Way
Fulton, MD 20759

Formal Notice of Lease Violations and Demand for Remedy

To 6 South Calvert Partners, LLC. & Trademark Properties:

We, Alexander Vasserman and Chaltu Musse (hereinafter collectively referred to as “Tenants”), are writing to inform the Landlord of the Premises known as 6 S Calvert #7, Baltimore, Maryland (hereinafter referred to as the “Premises”) of violations of the lease agreement established on 21 June 2023 and extended on 9 May 2024 (hereinafter referred to as “Lease”) due to ongoing, hazardous structural damage to the Premises not adequately addressed by the Landlord and not due to actions or negligence of Tenants, which pose a threat to Tenants’ health and safety.

As of the date of this notice 14 April 2025, Tenants have notified the Landlord/Landlord’s representatives of ongoing and worsening hazardous structural damage to the Premises due to a water leak in the entryway bathroom ceiling on four (4) occasions, starting on 15 February 2024 and most recently on 11 April 2025, extending over a period of **1 year, 1 month, and 27 days**. Tenants informed the Landlord/Landlord’s representatives of ongoing, worsening damage along with photo and video of such damage promptly via multiple established channels, including but not limited to email, text SMS, and Trademark Properties maintenance portal. Despite repeated communications alongside photo and video evidence of hazard, the issue was not properly investigated or repaired. Instead, interim cosmetic remedies including painting over water damage and partially replacing drywall were performed without identifying, pursuing, or addressing the structural defect of the water leak, causing repeated and prolonged damage. As a result, the bathroom ceiling has leaked and

partially collapsed on three (3) occasions between 10 January 2025 and 11 April 2025. The damaged area of the Premises is structurally compromised, presents a risk to Tenants' health and safety, and violates Tenants' right to safe, quiet enjoyment of the Premises.

Included below is a summary of documented damage, Tenants' repeated notifications to the Landlord/Landlord's representatives of such damage, and the Landlord's resulting actions towards Tenant's notifications.

- (a) On 15 February 2024, water damage on bathroom ceiling, identified as discoloration and pooling, was noted and promptly communicated to the Landlord, for which the Landlord sent maintenance technicians to paint over the water damaged areas of the ceiling and inform Tenants that no active leak was present on the Premises.
- (b) On 15 December 2024, additional water damage on the bathroom ceiling, identified through persistent discoloration and pooling, was promptly noted to the Landlord, for which maintenance completed a partial drywall replacement of the bathroom ceiling on 9 January 2025.
- (c) On 5 March 2025, water leaking through the bathroom ceiling and debris falling from the ceiling was promptly noted to the Landlord, describing the leak as "substantial enough to soak two (2) bath mats in one (1) hour, in addition to leaving the [floor] wet" and "[occurring] twice in the past month since maintenance replaced a portion of the ceiling." In response, the Landlord sent maintenance technicians who again replaced the same portion of the ceiling without identifying or fixing the water leak, informing Tenants that any repair to the water leak would not take place until and without further instances of ceiling leaks and damage.
- (d) On 9 April 2025, Tenants placed a maintenance request to the Landlord noting the sound of dripping water within the walls of the damaged portion of the Premises. Landlord did not respond to this request.
- (e) On 11 April 2025, water flowing through the bathroom ceiling was promptly noted to the Landlord, for which the Landlord sent maintenance technicians who did not enter the Premises nor make any attempts to remedy the structural damage to the ceiling, leaving water continuously flowing into the Premises through the evening of 11 April 2025 and into the date of this notice 14 April 2025. Tenants notified the Landlord of the continued water damage to the Premises on 11 April 2025 and 12 April 2025, to which they received no response from the Landlord or maintenance personnel. Tenants summarized the above timeline of ongoing maintenance failures with photo and video evidence alongside corresponding communications to the Landlord via email on 11 April 2025, to which they received no response from the Landlord or maintenance personnel.

The Tenants have found, documented, and communicated that the Premises is in a hazardous and materially uninhabitable condition due ongoing, prolonged water damage and ceiling collapses, which constitute violations of the Lease agreement Sections 1.18, 1.19, 1.25, and 1.44, Md. Real Property Code § 8-211 and § 8-212, and Baltimore City Public Local Laws §§ 9-14.1 and 9-14.2. Despite prompt, repeated notifications from Tenants and acknowledgement of ongoing structural damage to Premises by Landlord, Landlord failed to act with diligence to make necessary repairs to structural defects resulting in dangerous conditions that materially affect Tenants' health and safety. Landlord failed to remedy structural defects to the Premises within a reasonable time, constituting a material breach of the Lease agreement and warranty of habitability.

Accordingly, Tenants request Landlord to remedy the above concerns through rent abatement and/or lease termination without penalty. Tenants assert their legal right to remedies as outlined by the Lease agreement and Baltimore City Code, including but not limited to:

- (a) **Receive abatement of rent** due to Landlord's failure to make necessary repairs to damage which threatens Tenants' health and safety, with diligence and within a reasonable time;
- (b) **File a rent escrow and habitability claim** in District Court;
- (c) **Request Baltimore City Code Enforcement** to inspect and cite the Premises;
- (d) **Withhold further rent payments** for any period in which the unit is unsafe or uninhabitable;
- (e) **Seek rent abatement, lease termination, and recovery of damages** related to property loss, relocation, or health consequences caused by ongoing leak.

Tenants are open collaborative discussion of one or several of the remedies listed above and urge the Landlord to respond promptly within 10 business days of this date 14 April 2025 to address above concerns in accordance with the Lease and applicable laws.

Signed,



Chaltu A. Musse
Date: 14 April 2025



Alexander N. Vasserman
Date: 14 April 2025