

## **FINAL LEGAL DEMAND LETTER**

**TO:** Tricon Residential

Attn: Legal or Resident Services Department

15771 Red Hill Ave, Tustin, CA 92780

**FROM:** Kittie Wachholder-Bessette, Tenant

**ADDRESS:** 5741 Spice St. Lancaster, CA 93536

**DATE:** October 11, 2025

**SUBJECT:** Breach of Lease, Habitability Violations, and Unlawful Collection Practices

### **Summary of Legal Grounds:**

This formal notice asserts violations of California Civil Code §§ 1940.2, 1942, 1942.4, 1942.5, 1947.3, 1950.5, Health & Safety Code §§ 17920.3, 26147–26148, and 25249.6 (Proposition 65), and federal protections under the Fair Debt Collection Practices Act (15 U.S.C. §1692).

### **The violations include:**

- Unsafe electrical and structural hazards;
- Failure to disclose painted sink coatings and toxic exposure risks;
- Unlawful billing and collection practices;
- Refusal of lawful rent payments and breach of good faith; and
- Retaliatory conduct in violation of Civil Code §1942.5.

### **This demand seeks:**

1. Immediate correction of all safety and habitability issues;
2. Full refund of all unlawful charges and my security deposit;
3. Reimbursement for lost wages and time;
4. Written acknowledgment of my right to a reasonable relocation period; and
5. Lease termination without penalty.

Kittie Wachholder-Bessette · 5741 Spice Street · Lancaster, CA 93536  
Email: [Kittie.Wachholder@alignaero.com](mailto:Kittie.Wachholder@alignaero.com) · Phone: (661) 361-0310  
Final Legal Demand Letter to Tricon Residential · Dated: October 11, 2025

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Kittie Wachholder and/All Additional Lessees

5741 Spice Street · Lancaster, CA 93536

Email: [Kittie.Wachholder@alignaero.com](mailto:Kittie.Wachholder@alignaero.com) /KittieWachholder@gmail.com

Phone: (661) 361-0310

Date: October 11, 2025

***Via Email & Certified Mail***

Tricon Residential

Attn: Legal or Resident Services Department

15771 Red Hill Ave, Tustin, CA 92780

**Re: Final Demand – Breach of Lease and Violations of California Tenant, Habitability, and Collection Laws**

Dear Tricon Residential,

Please see this Formal Demand Letter asserting my rights under California Civil Code, Health & Safety Code, and the Rosenthal Fair Debt Collection Practices Act. This letter serves as my final written notice before legal action.

I have made numerous good-faith attempts to resolve these issues since March 18, 2025, including communications on:

3/18/25, 3/21/25, 4/9/25, 4/17/25, 6/9/25, 6/16/25, 7/4/25, 7/14/25, 7/15/25, 7/18/25, 8/12/25, 9/7/25, 9/8/25, 9/12/25, 9/17/25, 10/5/25, 10/8/25, and 10/11/25.

Despite these documented notices, you have failed to correct or address ongoing violations in compliance with California law.

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Kittie Wachholder-Bessette · 5741 Spice Street · Lancaster, CA 93536 · Final Legal Demand Letter to Tricon Residential · Dated: October 11, 2025 ·

This correspondence is a formal legal notice sent in good faith pursuant to applicable California Civil and Health & Safety Codes. Unauthorized alteration, distribution, or redaction of this document is prohibited and may constitute tampering with evidence under California law

### **1. Breach of Lease and Unlawful Payment Restrictions**

You have imposed payment restrictions that exceed the terms of our lease and California Civil Code §1947.3, which prohibits landlords from refusing lawful forms of rent payment.

Your insistence on using WIPS exclusively and refusal to accept lawful rent constitutes a breach of contract and unlawful interference with tenancy rights.

### **2. Fraudulent Three-Day Notice**

Your three-day notice falsely claimed you were unable to reach me to resolve debt and you never offered support despite ongoing written communication.

This misrepresentation violates Civil Code §1940.2(a), which prohibits deceitful or coercive conduct by landlords.

### **3. Refusal of Lawful Payments**

Under Civil Code §1947.3(b), landlords may not condition rent acceptance on additional or disputed fees.

Your refusal to accept lawful rent without inclusion of late fees and surcharges violates the statute and your duty of good faith.

### **4. Unlawful Inclusion of Utility Charges as Rent**

You have unlawfully included water charges fees as rent without supporting documentation, violating Civil Code §§1942.4 and 1947.3.

Repeated requests for billing proof have gone unanswered.

## **5. Failure to Disclose Potential Health and Safety Hazards (Painted Sink and Shower Coatings and Proposition 65 Violations)**

It has come to my attention that sinks and fixtures in the leased premises have been painted or resurfaced using unidentified materials.

Under Civil Code §1940.6 and Health & Safety Code §§26147–26148, landlords must disclose known environmental or toxic hazards.

If these materials contain lead, volatile organic compounds (VOCs), epoxy resins, or Proposition 65-listed substances (Health & Safety Code §25249.6), you were required to provide written hazard disclosures prior to lease execution.

No such disclosure was provided.

This omission violates California's environmental safety laws and the implied warranty of habitability (Civil Code §1941.1). It may also expose Tricon to Proposition 65 penalties for failing to warn of carcinogenic or reproductive toxins.

Accordingly, I demand written disclosure of:

1. The manufacturer, product name, and type of any paint, epoxy, or coating used on sinks, tubs, or water-contact surfaces;
2. The date and method of application;
3. The Material Safety Data Sheets (MSDS/SDS) for each product; and
4. Confirmation of Proposition 65 compliance.

You must provide this documentation within seven (7) business days of this notice.

Failure to comply will result in immediate escalation to the California Department of Public Health, Los Angeles County Environmental Health, and the California Attorney General's Office.

## **6. Electrical and Structural Safety Hazards**

I have discovered electrical and structural hazards that render the premises unsafe and uninhabitable, including:

- Loose and hanging light fixtures;
- Electrical outlets with visible gaps or exposed wiring; and
- Loose or unstable stair railings posing fall hazards.

Under Civil Code §1941.1 and Health & Safety Code §17920.3, these conditions constitute substandard housing.

They also violate California Electrical Code §§110.12 and 300.15, which require secure installation of all outlets and fixtures, and California Building Code §1009.15, requiring stable stair railings.

These conditions present immediate risks of fire, electrical shock, and physical injury.

I demand Tricon immediately inspect, repair, and certify in writing that the property meets all California safety standards.

Failure to correct these hazards within seven (7) business days will constitute negligence, breach of habitability, and constructive eviction under Civil Code §§1941.1–1942.4.

## **7. Violations of Collection Practices**

Your ongoing collection behavior violates the Rosenthal Fair Debt Collection Practices Act (Cal. Civ. Code §§1788–1788.33) and the federal Fair Debt Collection Practices Act (15 U.S.C. §1692 et seq.).

Leaving messages on unsecured voicemail and misrepresenting debt status are unlawful.

## **8. Timeline of Prior Communications**

I have documented all good-faith attempts to resolve these issues on the above-listed dates.

Your failure to respond or correct the violations breaches the duty of good faith under Civil Code §1655.

## **9. Demand for Immediate Resolution**

You are hereby demanded to:

- Refund all illegal late fees, water charges, and administrative costs;
- Provide environmental, electrical, and Proposition 65 disclosures; and
- Confirm Tricon's full compliance with California law.

Failure to comply within seven (7) business days will result in pursuit of all legal remedies under Civil Code §§1942, 1947.3, and 1788.30.

## **10. Demand for Lease Termination Deposit Reimbursement Including Paid Fees and Costs**

Due to your ongoing breaches and unsafe conditions, the property is uninhabitable.

I demand:

1. Immediate release from the lease agreement for 5741 Spice Street, Lancaster, CA, without penalties or fees; and
2. Full reimbursement of my security deposit and all unlawful fees, including water surcharges and administrative costs.

Under Civil Code §§1942 and 1942.4, continued noncompliance constitutes constructive eviction and subjects Tricon to statutory damages and attorney's fees.

## **11. Demand for Reimbursement of Time, Lost Wages, and Expenses**

Due to Tricon's misconduct, I have suffered lost wages, time, and administrative costs associated with enforcing my legal rights.

Pursuant to Civil Code §§1942.4, 1788.30(a), and 3333, I demand reimbursement for these losses and will pursue recovery in court if necessary.

## **12. Right to Reasonable Time for Relocation and Protection from Retaliation**

If relocation becomes necessary due to your violations, I am entitled under Civil Code §§1942, 1942.4, and 1942.5 to a reasonable period to locate and move to alternate housing.

During this time:

- Tricon may not retaliate or interfere with my relocation efforts.
- I must be provided sufficient time to secure a new residence, remove belongings, and coordinate safely.
- Any retaliation or harassment during this period violates Civil Code §1942.5 and is subject to civil penalties.

You are required to respect this period and to refund my security deposit within 21 days of move-out as required by Civil Code §1950.5.

## **Final Notice Before Legal Action**

This letter serves as my final legal notice.

If I do not receive written confirmation of compliance — including lease release, refund, and repair certification — within seven (7) business days, I will file complaints with:

- California Department of Consumer Affairs
- Los Angeles County Department of Public Health
- California Attorney General's Office
- City of Lancaster Housing and Code Enforcement Division

I will also pursue civil damages and statutory penalties under Civil Code §§1942, 1942.4, 1942.5, 1950.5, and 1788.30.

Your continued inaction will constitute willful misconduct and constructive eviction under California law.

Respectfully Submitted,

**Kittie Wachholder-Bessette/All Lessees**

Tenant-5741 Spice St.

Lancaster, CA 93536

[Kittie.Wachholder@alignaero.com](mailto:Kittie.Wachholder@alignaero.com) / [Kittiewachholder@gmail.com](mailto:Kittiewachholder@gmail.com)

(661)361-0310



## **LEGAL REFERENCES APPENDIX**

1. Civil Code §1940.2 – Prohibits coercive, deceptive, or harassing landlord conduct.
2. Civil Code §1942 – Allows tenants to act when landlords fail to perform obligations; mandates good faith.
3. Civil Code §1942.4 – Bars rent collection during landlord’s housing law violation.
4. Civil Code §1942.5 – Prohibits retaliation against tenants asserting legal rights.
5. Civil Code §1947.3 – Protects tenants’ rights to lawful payment methods.
6. Civil Code §1950.5 – Requires timely return of security deposit.
7. Civil Code §1655 – Implies a covenant of good faith and fair dealing.
8. Civil Code §1940.6 – Requires disclosure of known environmental or toxic hazards.
9. Civil Code §1941.1 – Defines landlord’s duty to maintain habitable conditions.
10. Health & Safety Code §§26147–26148 – Mandate disclosure of lead-based or hazardous materials.
11. Health & Safety Code §25249.6 (Proposition 65) – Requires warnings for carcinogenic or reproductive toxins.
12. Health & Safety Code §17920.3 – Defines substandard housing including electrical and structural hazards.
13. California Electrical Code §§110.12 & 300.15 – Require safe, secure installation of outlets and fixtures.
14. California Building Code §1009.15 – Requires secure stair railings to prevent injury.
15. Rosenthal Fair Debt Collection Practices Act (Civ. Code §§1788–1788.33) – Prohibits deceptive collection practices.
16. Fair Debt Collection Practices Act (15 U.S.C. §1692 et seq.) – Federal prohibition of harassing or false collection behavior.
17. Code of Civil Procedure §1161 – Governs lawful service of three-day notices for rent or possession.

## Summary

Tricon Residential's conduct constitutes multiple violations of California landlord-tenant, health, and consumer protection laws.

This is your final opportunity to resolve these issues, issue refunds, correct all hazards, and provide all disclosures before formal legal and regulatory actions commence.

## **PROOF OF SERVICE / DELIVERY DECLARATION**

### **Re: Final Legal Demand Letter to Tricon Residential**

Tenant: Kittie Wachholder-Bessette

Property Address: 5741 Spice Street, Lancaster, California 93536

Date of Service: October 11, 2025

### **I. Method of Service**

I, Kittie Wachholder-Bessette declare that I served a true and correct copy of the Final Legal Demand Letter to Tricon Residential on the date listed above by the following method(s):

☒ Email Delivery: Sent via email to Tricon Residential at:

Tricon Residential

Attn: Legal or Resident Services Department

15771 Red Hill Ave, Tustin, CA 92780

## **FINAL SIGNATURE PAGE**

**Respectfully submitted,**

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Kittie Wachholder-Bessette  
Tenant – 5741 Spice Street  
Lancaster, California 93536  
Email: Kittie.Wachholder@alignaero.com  
Phone: (661) 361-0310  
Date: October 11, 2025

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