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**Jessica Liao**  
**Gratia Realty**  
**4300 Black Ave, Unit 1321**  
**Pleasanton, California 94560**

**Subject: Follow-Up on Pending Communications, Inspection Report, Maintenance Issues, and Outstanding Bill Payments**

Dear Jessica:

I am following up on my letter dated **January 8, 2025**, which was delivered to you on January 13, 2025, via certified mail, and which outlined the operational framework for communication and maintenance matters moving forward.

To date, I have not received any acknowledgment, response, or action regarding matters addressed in that letter. The **operational framework outlined in our January 8, 2025 letter has been in effect since January 15, 2025**. This framework establishes clear expectations for communication, maintenance, and financial matters, ensuring all property-related concerns are handled professionally and in a timely manner.

I value the collaborative approach we established in maintaining the property, and believe ensuring timely and professional resolution of outstanding matters benefits all parties involved. Given the time and effort we've invested in maintaining the property, I trust that we can ensure a smooth, timely, and professional resolution to these matters.

To ensure clarity and transparency, the following are now formally required:

## **1. Maintenance Issues**

During the **October 22, 2024, Maintenance Inspection**, several critical maintenance issues were identified and discussed. However, there has been no confirmation received to date on how or when these matters will be addressed.

### **Outstanding Maintenance Issues:**

Below is the list of outstanding issues, where the first issue is a **critical**, new one:

1. **Kitchen Faucet Spout Completely Detached from Its Base:** (see image printout, Attachment #1) This is a critical issue resulting from a missing or loose retaining mechanism that needs to be addressed **immediately**, since the kitchen obviously becomes unusable should this detached kitchen faucet (despite my best care) break off.

Please ensure that only a reputable and professional plumbing company (or service professional) that **understands the value of a customer's time and knows how to respect it is called**. I do not communicate via text or engage in phone tag, and shall be available on my cell (408-394-6321) between 4-5pm Pacific Time Mondays or Wednesdays to schedule a time for a service technician to come repair the faucet. Any communication outside this specified timeframe and method will not be considered valid. Any failure to follow this process will be treated as a lack of service, and we will proceed as outlined in the operational framework.

2. **Electrical Outlets - Hazardous "Hot Open" Issue:** Identified on **September 19, 2024**, and detailed via email on **September 20, 2024**, including a reference video specifying how the problem can be easily solved by an electrician. These faulty outlets pose a **potential fire hazard** and remain unresolved despite repeated follow-ups.

This unresolved electrical issue presents a significant fire hazard, which is a serious liability for **both the property and for me personally**. Since this property serves as **both living space and office**, any electrical failure or fire-related incident would result in severe consequences—potentially rendering both the living space and workplace uninhabitable, and severely disrupting our work and projects. This is a critical risk that cannot be ignored, and we require this matter to be addressed immediately ***to prevent further liability and to ensure compliance with basic property maintenance standards***.

3. **Guest Bathroom Shower Tiles & Ceiling - Structural Issue:** **Loose and falling tiles** in the **guest bathroom shower and a faulty ceiling** were flagged as an urgent repair item during the October 22, 2024 inspection, and have actually been flagged multiple times but remain pending ever since the move-in, in December 2022. This issue makes the shower **partially unusable and risky** for the user, and could lead to **further damage or water intrusion**.
4. As of the date of this letter, **all responsibility and liability** for ensuring the **safety, habitability, and structural integrity** of the property—including the **known and unresolved electrical hazard and structural defects in the guest bathroom—fully and exclusively rest with Gratia Realty and the property owner**. Should any injury, disability, fire, electrocution, or property damage occur as a result of these hazards, full legal and financial responsibility will be assumed by Gratia Realty and the property owner.

Despite receiving **detailed notice of these hazards on multiple occasions**—including a **clear and cost-effective solution for the electrical issue provided on September 20,**

**2024, and multiple competitive quotations for the bathroom repair arranged by us over the past 1.5 years—these critical concerns remain unaddressed.**

**The electrical issue poses a severe fire and electrocution risk and remains a direct threat to both property and personal safety. Likewise, the unstable bathroom tiles, first flagged in December 2022, continue to pose a serious injury risk. Additionally, the ceiling damage, which predates my tenancy and was superficially painted over, remains unremediated.**

Given the extended timeframe over which these issues have remained unresolved -- despite multiple formal notices, simple resolution pathways provided, and ample opportunity to address them—this appears to constitute **willful neglect under any reasonable standard of property management.**

As we have fulfilled all obligations in notifying and following up on these matters, **we assume no liability for any future incidents resulting from these unresolved issues. Any resulting liability for all damages, injury, or loss now rests solely with Gratia Realty and the property owner.**

To be absolutely clear: **we have no responsibility, financial or otherwise, for any consequences arising from these hazards, as we have made repeated good-faith efforts to have them addressed.**

5. **External Window Caulking - Water Leakage Risk:** During the **May 2024 rains**, multiple windows leaked water, which were shown to you during the inspection and were deemed to require exterior caulking -- and captured in a video shown to you, and whose link was sent via the attachment titled “Antioch Loop Repair Items – Done and ToDo Oct 2024.pdf” in the email dt. Oct 22, 2024 at your request, following your inspection. This was confirmed in our October 22 discussion, but no action has been taken to date.
6. **Fridge’s Ice Chute - Food Safety & Sanitation Risk:** During the October 22, 2024 inspection, we flagged the issue and showed that the fridge’s ice chute is missing its cover, an issue discovered in September 2023 while cleaning the fridge after moving in to the property again, following its fumigation. Unfortunately, I discovered, after checking in local appliance & parts stores, that no replacement part (other than the entire door) is available for a 20+ year-old appliance. To prevent contamination, I have been forced to manually block the opening with rolled cloths for last one-and-a-half years, as I demonstrated to you. Additionally, mold/mildew remains in areas that cannot be fully cleaned without disassembling the unit. Cleaning with bleach, as previously suggested, is neither a safe nor practical solution for a food storage unit, and I cannot be expected to undertake disassembly myself.

While we have managed this issue manually thus far, **this is neither sustainable nor sanitary, and presents a potential food safety and health hazard.** Given this is clearly a **long-standing issue** that was **there from the moment the property was rented in**

**December 2022** but **remained undiscovered** by us, a permanent solution—either professional remediation or replacement—is required to maintain basic food safety standards. Please confirm how this will be resolved.

If there is no issue with the current fridge as it stands, then a simple resolution would be to exchange it for another fridge that meets proper sanitation and food safety standards. **If the owner or Gratia Realty believes the fridge remains fit for use, then it should be no issue for the owner or Gratia Realty to take possession of it for their own use.** A comparable, functioning, and sanitary replacement must then be provided. If no action is taken, this would be considered an acknowledgment that Gratia Realty and the property owner have opted not to address a potential health issue related to food storage.

Additionally, given that all of the above issues (and others pointed out during the Oct 22, 2024 inspection) **directly impact the habitability and full use of the property**, it is unreasonable that we are timely paying full rent while the property does not meet several basic property maintenance standards, expected per any standard lease – including the lease for this property. These **deficiencies should have been addressed in a timely manner as part of standard property management obligations**, yet they **remain unresolved despite multiple documented requests over several months** -- or, in case of the guest bathroom tiles & ceiling, and the fridge, **for over 2.5 years**.

7. **Inspection Report - Formal Documentation:** We have not received Gratia Realty's **written Inspection Report** from the official inspection conducted on October 22, 2024. This document is critical to maintaining an accurate record of the property's condition, and **a copy of the official Inspection Report is required** for our records. This ensures that both parties have a written reference and record of what was discussed and agreed upon during the visit.

I **formally require** written confirmation by **March 19, 2025**, explicitly outlining how and when these outstanding maintenance issues (and others outlined during the Oct. 22, 2024 inspection, and detailed in our email of October 22, 2024, **sent at your request following** your Inspection visit) will be handled and providing the missing Inspection Report.

### **Billing for Time Spent on Maintenance Oversight**

If I am required to personally handle maintenance issues due to a lack of timely action or response by Gratia Realty, we will bill for the time spent on these tasks at our standard professional rate applicable at that time. Failure to respond in a timely manner shifts the burden of property maintenance onto us and forces us to take on property maintenance responsibilities that are neither contractually required, nor standard practice. As such, any time spent resolving these issues **will henceforth need to be appropriately compensated**.

This applies **to any time** spent researching vendors, coordinating with service providers, supervising repairs, and handling related administrative tasks or **repeatedly communicating with Gratia Realty and/or the owner**. The total cost, **including both service charges and our time**, will be deducted from the subsequent rent payment or billed for payment, as appropriate.

If we do not receive a written acknowledgment and confirmation of the timeline for resolution **by March 19, 2025**, we will proceed with arranging for these repairs using licensed providers to bring the property up to expected standards as per any standard lease, and will **submit the bills for payment or deduct the costs from our next rent payment(s), as per the established protocol.**

## **2. Payment of Outstanding Bills**

The property management team and ownership have already approved multiple expenses over the past two and a half years.

Given that these expenses were necessary for property maintenance and upkeep, and had been previously discussed and agreed upon, we expect that as responsible Property Managers, Gratia Realty has maintained an accurate record of these approvals, and can process payments in a timely manner. Please provide **a full accounting of all approved but unpaid expense bills by March 19, 2025**, along with a **written commitment for full payment by March 26, 2025.**

Additionally, there were a number of urgent and necessary repairs that had to be made by us to bring the property up to basic standards, and/or to prevent further property damage or habitability issues. Several of these were explained during the October 22, 2024 inspection, along with the associated costs/bills. I estimate these emergency repairs (e.g. multiple fence sections, multiple sprinkler breaks, and more) total at least \$400–\$600. These will be included in our final accounting of outstanding bills, and shall be billed accordingly.

**If no full accounting of these bills and a written commitment for payment is received by March 19, 2025**, we will consider **the full balance outstanding and proceed accordingly.** This will include applying deductions to the April rent payment, with any remaining balance addressed as appropriate.

In addition to the above bill payment matters, I have also identified questionable charges on the tenant portal that require immediate correction.

## **3. Unexplained Charges on Tenant Portal**

There are some charges listed under our AppFolio portal, such as:

- **February 2025 - Liability to Landlord Insurance (\$10.50)**
- **February 2025 - Admin Fee - Liability to Landlord Insurance (\$4.50)**

(and similar charges totaling **\$45**) that provide no clear explanation of their purpose or contractual basis.

The lease does not mention these charges, nor has any formal notice been provided regarding their implementation. Without a clear justification citing the specific lease clause that authorizes

these charges, they appear to be **unwarranted, so please have these removed immediately.** Should you believe otherwise, please provide a full written explanation.

#### **4. Communication Guidelines**

To ensure clarity and alignment, we reiterate all of the communication guidelines established in our January 8 letter (not repeated here for brevity), **and add the following:**

- Emails where we explicitly receive **a reply and a ‘read receipt’** (an option that any email we send will have), or written letters, will serve as the primary methods of communication for all non-urgent matters related to the property. An email reply will be **considered valid if and only if** the reply itself, or a follow-up within 48 hours, contains a resolution or next steps.
- For urgent matters, phone calls or specific, actionable text messages may be accepted. Any text message sent by either party will only be considered valid if it is **explicitly acknowledged and followed by a resolution or next steps within 48 hours of receipt.**
- Additionally, going forward, emails sent by you will only be considered valid if we explicitly acknowledge receipt. Any emails that do not receive our acknowledgment will not be considered received or valid communication.

If we do not receive a response to this letter **by March 19, 2025**, explicitly outlining how the outstanding maintenance issues will be handled, providing the Inspection Report, and the accounting for the unpaid bills, we will proceed with addressing these matters as per the operational framework that has been in effect since January 15, 2025 or as outlined above, including the handling of maintenance, financial reimbursements/payment of repair & maintenance bills, and communication protocols.

I value the stability of the office and living space, and the considerable time we’ve invested in making it a well-maintained, functional space. However, despite paying full rent, the property continues to fall below basic maintenance standards expected under the lease. This situation is untenable and must be remedied immediately in alignment with standard property management obligations and lease terms.

We look forward to continuing this tenancy while ensuring the home remains in top condition for both parties. Over the past two years, significant efforts have gone into maintaining and improving this property, so we fully expect our arrangement to continue in a mutually beneficial and professional manner.

My intent remains to ensure that the property is well-maintained, and is brought up to, and remains compliant with, basic property maintenance standards expected under the terms of any standard lease, while continuing a stable and professional tenancy.

We expect these matters to be resolved in full compliance with the operational framework that has been in effect since January 15, 2025, and look forward to your written response by March 19, 2025, outlining the specific actions to be taken and addressing all the remaining points above.

A professional and timely resolution is expected to ensure continued alignment between all parties, foster a productive and respectful working relationship, and uphold the integrity of this tenancy.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dr. Vishal Sharma', with a stylized, cursive script.

Dr. Vishal Sharma, Principal & Secretary

Metanoia Innovations, Inc.