



Mladen Simeonov &lt;m.simeonov93@gmail.com&gt;

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## Tenants Mislead into signing a contract under false conditions

6 messages

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**Mladen Simeonov** <m.simeonov93@gmail.com>

Mon, Feb 24, 2020 at 11:37 AM

To: Lou Capuano &lt;lou@melprop.com&gt;, vida@melprop.com, martha@melprop.com, John Griffin &lt;jrgriffin0428@gmail.com&gt;, Steve Heyl &lt;hey1.steve@gmail.com&gt;, David Zheng &lt;Nansida.zheng@gmail.com&gt;, michael@melprop.com

Hello everybody,

I'm CCing the President, a couple of representatives including our Leasing Agent of Melroy Property Management, the owners of the unit we are renting and my roommate on this email to bring attention to our problem. We feel we've been misled and lied to sign a contract under false conditions.

I'm going to break this email into 2 parts. First, I will summarize what happened and then provide detailed evidence.

### Here is a summary of what happened:

David Zheng and I have been living in our unit on 1225 Island Ave, #213, San Diego, CA, 92101 for +- 1 year and a half.

Initially, we signed a standard 1-year lease and we were approached by Lou Capuano, an employee, a representative of Melroy Property Management and Leasing Agent for the unit we are renting ahead of time to renew our lease or the unit will be put on the listings for rent.

David and I opted to go with the month to month option. I've sent the email confirmation, our realtor Lou called me on my phone and presented an alternative option.

The option presented was we get the lower price point of the 1-year lease but we must give 2 months' notice and help show the unit and handle most of the communication with the leads for the duration of these 2 months. After those 2 months pass, we would be off the lease. With or without someone moving in. I made a follow-up call to confirm the conditions and to ask if we pay on the 1st of the month and somebody moves in on the 4th if our liability ends with the tenants moving in and if we were to get refunded prorated for the remaining days or not.

I reached out to Lou to make sure we will be off the lease by the end of February as agreed on because none of the leads were committing to moving in. We gave our two months in December. Lou started acting like there was no agreement and that he double-checked the emails but did not mention the conversations made on the phone calls.

There are 2+ calls on my phone log between Lou and me during that exact timeline of when we opted for the month to month option and time we were deceived to change our initial choice and lured into the 1-year lease.

I asked if we can get the conditions in writing on which Lou said no. It was a little bit suspicious but we thought we are using the services of a reputable and well-established company such as Melroy Property Management and we have nothing to worry about.

We feel that we have been deceived and manipulated into signing a 1-year lease with false conditions because when it came to honoring the agreed-upon conditions Lou denied their existence. We didn't expect such treatment from a well-established company like Melroy Property Management, a company that manages properties in Downtown(high-income & professional focused area) besides many other locations.

David and I are reaching out to all of you guys with the hope to make sure Lou Capuano a representative both of Melroy Property Management's and unit 1225 Island Ave, #213, San Diego, CA, 92101 honors his words and commitment.

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Below I've provided detailed evidence on us making our choice and how we've been persuaded(manipulated) into changing our minds and signing the 1-year lease under the pretext of the 2 months release without penalty. You will get familiar with some of our previous experiences that we didn't report but should have gotten our attention. Unfortunately, like people say hindsight is always 20/20...

### Evidence + Past Bad Experiences:

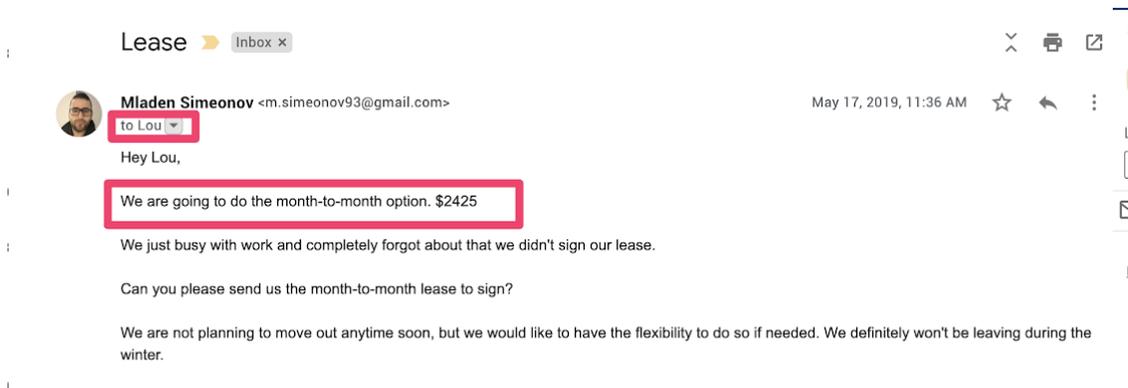
Lou presented us with two options:

**Option 1:** Going month to month for \$2425/m

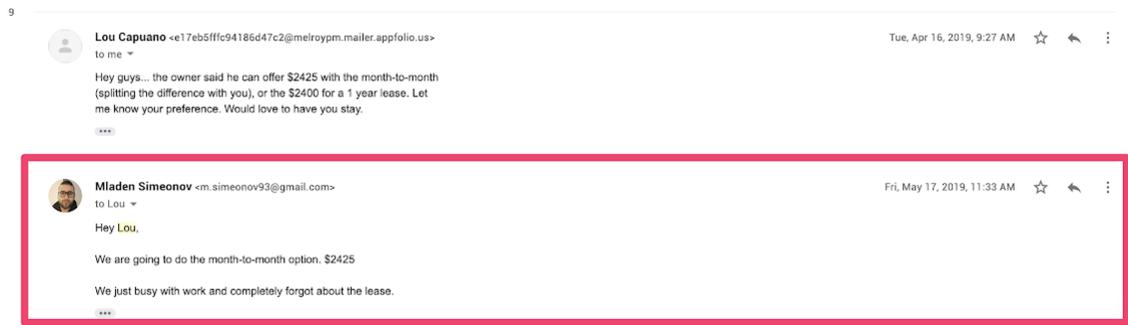
**Option 2:** 1-year lease for \$2400/m

Here is where the deceit and manipulation come in.

We've opted for Option 1 going for a month to month.



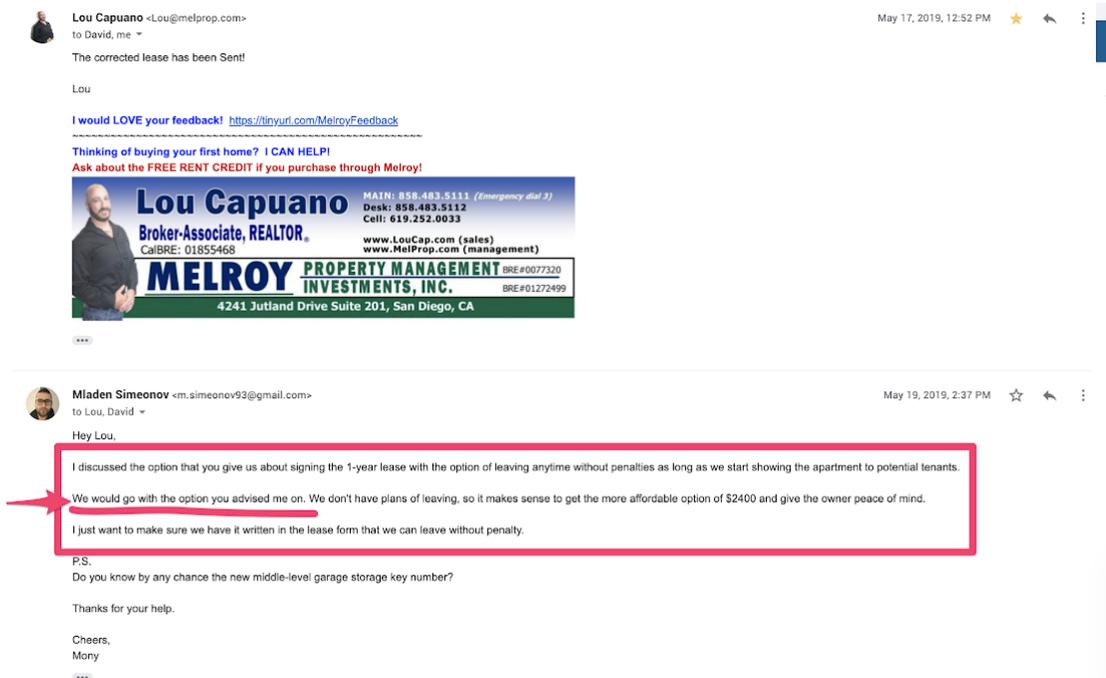
Two separate email threads.



Once, I've sent this email to Lou he proceeded to call me via phone call. During the phone call, he presented me with an option for us to give 2 months in advance notice for moving out from the unit and to take responsibility help showing the unit for the duration of these 2 months for which we would be off the lease after these 2 months or if a tenant moves in before that. He was most likely driven by performance goal or sales quota needed to hit that month/quarter for which he went above and beyond to get us lured into signing that 1-year lease.

Lou started ensuring us that the unit will be rented before the 2 months passes because the unit is priced way under market value. Now, I understand that was a gamble taken at our expense because he is covered no matter if he finds anyone to move in or we stay obligated under the 1-year lease he deceived us to sign.

Here is another screenshot from our email thread to showcase proof that conversations & negotiations happened beyond email communication. Later on, you will see Lou Capuano denying or pretending they didn't occur.



I followed up with another call to verify when our liability ends because we pay our rent on the 1st of every month and was wondering if we were to get refunded pro-rated in a hypothetical situation if we pay on the 1st full rent and somebody moves in on the 4th of the same month. On which Lou ensured me our liability ends when somebody moves in not mentioning anything past those 2 months. As he proceeded to use this exact language in the upcoming communication while we were thinking that we would be off the lease after the two months in the worst-case scenario. But so we thought...

I inquired to get the discussed above conditions in writing but Lou said he cannot put it in writing for which we got suspicious but thought of Lou Capuano is a representative of a reputable company such a Melroy Property Management and we have nothing to worry about shady practices like this, so we moved forward with signing the 1-year lease thinking we would be off of it after 2 months.

We should have foreseen the complications happening due to past bad experiences and poor management ever since we initially moved in.

Let's backtrack to when we first moved in - Lou never gave us the code for the storage room door and we had to ask for it.

Lou told David that the two spots marked in yellow on the Middle-Level garage right by the elevators are guest parking/temporary parking, which couple months later resulted in \$700+ towing fines because our friends' cars being towed away. The next day I called the Property Manager and he mentioned that these spots belong to a unit and that the building doesn't have guest parking and that we shouldn't even have outside people parking in the building for which I apologized for. We brushed it off and never made a report on it because Melroy Property has multiple properties, so we gave the benefit of the doubt that it's an honest mistake and Lou forgot about the yellow spots. Intuitively, it made sense at the moment when we saw that they were painted yellow and nobody was parking there or just temporarily to load and unload groceries or other big purchases, so we didn't question the validity of the statement.

There were always hurdles, going back and forth whenever we needed any maintenance work. Slightly after we moved in there was a heatwave in San Diego but we were out of AC during that period for close to 3 weeks. We made multiple calls but people supposedly went on vacation and forgot about it or at least that's what we were told. We had to buy fans for the living room to band-aid the situation. We couldn't use our kitchen to cook because it was raising the temperature and was making the air too stuffy to comfortably stay in the unit.

When it came time for us to give our 2 months moving out notice. We had found a potential tenant to move in ASAP and we introduced him to Lou.



We couldn't make online payments for the month of February. We had to waste time to go to the bank to withdraw money and look for a place where we can pay in certified funds and pay fees on top of that.

It's not the first time it happened but luckily I caught it a couple of times. Reference screenshot below:

### Messed Up Auto-payment >



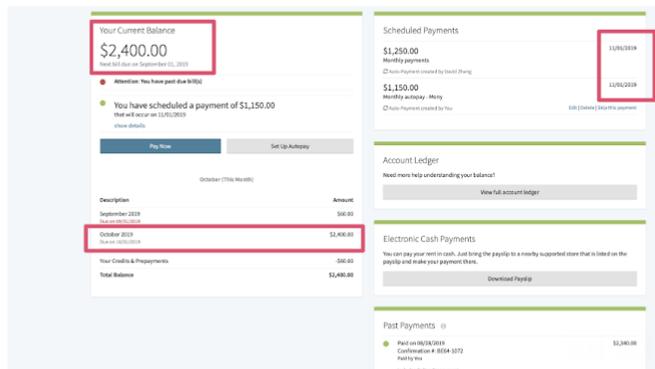
Mladen Simeonov <m.simeonov93@gmail.com>

to Lou, David

Hey Lou,

I just noticed that our auto-payment is messed up. It's scheduled for next month 11/01 for some reason instead of 10/01.

Luckily, I went in to see if our rent was paid just right now.

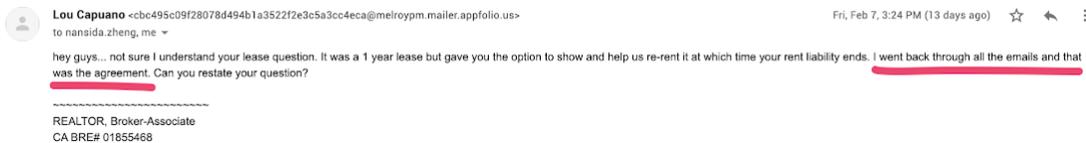


As you can see from the screenshot above the system is all messed up. I messaged David to pay his part of the rent manually as well.

Please take a look.

Thanks,  
Mony

All of this sums up our experience so far, but the most frustrating and disrespectful thing from everything is the way Lou handled the situation by acting that agreement and everything were discussed over email when we asked about the 2 months liability end. He conveniently "forgot" about the phone calls, but you can clearly see from the email threads evidence I provided earlier that there was an outside communication that changed our minds.



If we were not deceived and lured to change our initial decision of going month to month we would have been out of the lease already and not needing to pay for the months of January and February, which resulted in \$4800 wasted hard-earned money. We haven't been living in the unit since December 28th. We are currently paying for 2 units.

We even created our own postings to help rent out the unit on Craigslist because we didn't see one from Lou. We've been re-uploading it every 7 days after it expires. Here is a link - <https://sandiego.craigslist.org/csd/apa/d/san-diego-move-in-now-br-2bh-1187ft2/7077491045.html>

I inquired from Lou to do an apartment check on February 5th as well as checking on our agreement because I saw the pending balance for the month of March in the online portal. The apartment is in pristine condition. We've been using 3rd party cleaning services weekly on top of our own efforts.

There are couple of light bulbs that need to be swapped out, the balcony lamp that was disconnected from the Fire Department needs to be reconnected, also the door trims that we put a maintenance request on couple of months ago but the people responsible didn't have the right color of trims, so we didn't follow through with them because we were not sure if the owners would like the contrast between the floor and the trims.

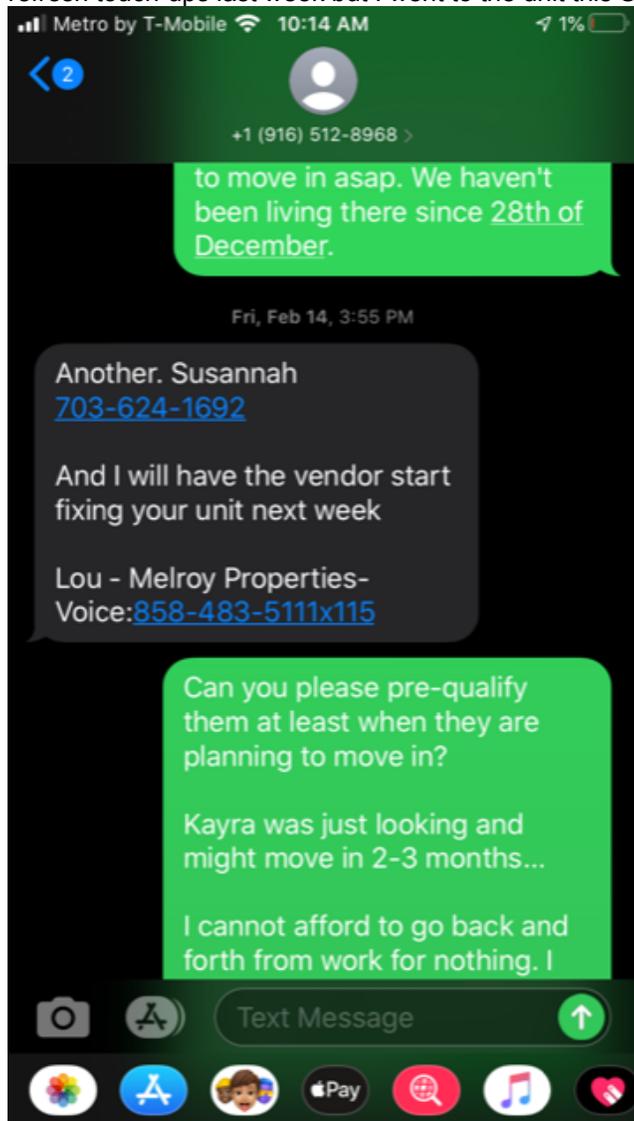
When would you like to go through the apartment and check everything?

I just want to make sure we will be clear from the lease by the end of this month even if you do not find tenants to move in per the agreement we make when we renewed our lease.

Thanks,  
Mladen

**Date of Email: 5th of February**

Lou's response was on the 14th of February (more than a week later). The vendor supposedly was going to do the apartment refresh touch-ups last week but I went to the unit this Sunday, 23rd of February and nothing has been even started.



We've learned our painful lesson around all of this situation to get every minor detail in writing or not at all. We should have foreseen this complication happening due to the listed past experiences.

I sincerely, apologize for dragging the owners of the unit John Griffin & Stephan Heyl into this but they need to be aware of the situation and the upcoming complications and consequences moving forward. John's immediate help and assistance getting our expenses reimbursed around the fire accident caused by the unit above ours is greatly appreciated.

I hope you can understand based on the facts and evidence presented.

We are putting our trust and faith that you will make the righteous choice to release us of our lease as initially promised by Lou Capuano representative both of Melroy Property Management and Unit #213 on 1225 Island Ave, San Diego, CA, 92101.

Best,  
Mladen Simeonov

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**Lou Capuano** <Lou@melprop.com> Mon, Feb 24, 2020 at 3:47 PM  
 To: Mladen Simeonov <m.simeonov93@gmail.com>  
 Cc: Vida Melroy <vida@melprop.com>, Martha Villalva <martha@melprop.com>, John Griffin <jrgriffin0428@gmail.com>, Steve Heyl <heyl.steve@gmail.com>, David Zheng <Nansida.zheng@gmail.com>, michael@melprop.com

Gentlemen,

First off, I emailed you the procedure for lease break so it was in writing. What I told you was that it is not part of our lease. We honor what we told you. I just forwarded everyone the email sent to you on Monday, May 20, 2019 at 10:11am for reference.

I have passed off every viable lead that has responded to my calls/texts. You asked me to not send you any that were too far out, so I have not. I have not gotten a lot of feedback from those you've shown the unit, or from you about what they are saying.

We have a contractor ready lined up to complete your touch ups but none of that is impeding the showings.

If you wish us to handle all the showings, I just need the set of keys, fobs, and remotes and I will do all the showings. Perhaps we can get better traction that way.



Main office/EMERGENCY: 858-483-5111 (24/7)  
email: [Lou@melprop.com](mailto:Lou@melprop.com)

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Mladen Simeonov <m.simeonov93@gmail.com>

Wed, Feb 26, 2020 at 12:51 AM

To: Lou Capuano <Lou@melprop.com>, Lou Capuano <lou@melprop.com>

Cc: Vida Melroy <vida@melprop.com>, Martha Villalva <martha@melprop.com>, John Griffin <jrgriffin0428@gmail.com>, Steve Heyl <hey.l.steve@gmail.com>, David Zheng <Nansida.zheng@gmail.com>, michael@melprop.com

### The terms of the agreement Lou sold us on the phone call was:

1. To provide him with 2 months in advance notice for moving out
2. Help him show the unit & handle potential new tenants' communication.
3. We will be off the lease after those 2 months.
4. If somebody moves in prior to the end of the 2 months our liability will end when the new tenants move in and the difference we paid for the remaining days will be refunded back to us.
5. In exchange for the lower rate of \$2400

### David and I have held up our part of the agreement.

1. We submitted our 2 months notice on the 25th of December, 3:34 pm, which means by the agreement made on the sales call between Lou Capuano and I. Our liability ends today on February 25th. We need to be refunded for the remaining days for the Month of February.
2. We've been showing to all the leads that have been sent to us.
3. Introduced a very interested person(Rob Mendez) to Lou, which he neglected.
4. We even created our own Craigslist's post to help to get the unit rented- <https://sandiego.craigslist.org/csd/apa/d/san-diego-move-in-now-spacious-downtown/7077491045.html>

### Proof of Notice

1225 Island Ave, #213 - Moving Out Notice



Mladen Simeonov <m.simeonov93@gmail.com>

to Lou, David

Wed, Dec 25, 2019, 3:34 PM

Hey Lou,

Merry Christmas! I hope you are enjoying the Holidays!

We would like to submit our moving out notice. Due to work opportunities, we will have to relocate.

We really loved living in our home. I would like to thank you and the owners of the unit for the help and opportunity to stay in the unit. John was very helpful and accommodating throughout our stay, especially, when the unit above us set their place on fire.

We can vacate the apartment by the 28th of December but as we promised we would help you show the apartment to potential new tenants.

We know a person who is interested in moving into our apartment as soon as possible. He loved the location, pictures of the home, and the price point (best is to talk with him directly on that).

His name is Rob Mendez and he is super nice and mellow. You can learn more about him here - <https://www.google.com/search?q=rob+mendez+espn&oeq=rob+mendez&asa=chrome:1.6957/0166961.3623/0.7&sourceid=chrome&ie=UTF-8>

Rob will be able to come and check the apartment in person on Friday the 27th of December.

I will start a separate email thread to introduce you, so you can get in direct contact with him as well.

You can contact me on my cell 702-542-2420 as well in case you have any questions.

Cheers,  
Mladen

### Now let me address Lou's reply:

This is not what Lou wrote in the lease-breaking procedure email and what he presented to everybody in his last email. There was no email trail of that because it was conducted over the phone between him and me.

Here are screenshots of the 2 emails showing our decision of going month to month:

#### Email 1:

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Lou Capuano <e17eb5fffc94186d47c2@melroypm.mailer.appfolio.us> Tue, Apr 16, 2019, 9:27 AM ☆ ↶ ⋮  
to me

Hey guys... the owner said he can offer \$2425 with the month-to-month (splitting the difference with you), or the \$2400 for a 1 year lease. Let me know your preference. Would love to have you stay.

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Mladen Simeonov <m.simeonov93@gmail.com> Fri, May 17, 2019, 11:33 AM ☆ ↶ ⋮  
to Lou

Hey Lou,

We are going to do the month-to-month option. \$2425

We just busy with work and completely forgot about the lease.

\*\*\*

#### Email 2:

Lease Inbox x ✕ 🖨️ 📧

Mladen Simeonov <m.simeonov93@gmail.com> May 17, 2019, 11:36 AM ☆ ↶ ⋮  
to Lou

Hey Lou,

We are going to do the month-to-month option. \$2425

We just busy with work and completely forgot about that we didn't sign our lease.

Can you please send us the month-to-month lease to sign?

We are not planning to move out anytime soon, but we would like to have the flexibility to do so if needed. We definitely won't be leaving during the winter.

### For the context of everyone who is CC'd on this email.

Since we are missing the direct proof of the phone call where Lou promised us the 2-month advance notice to break the lease and move out terms.

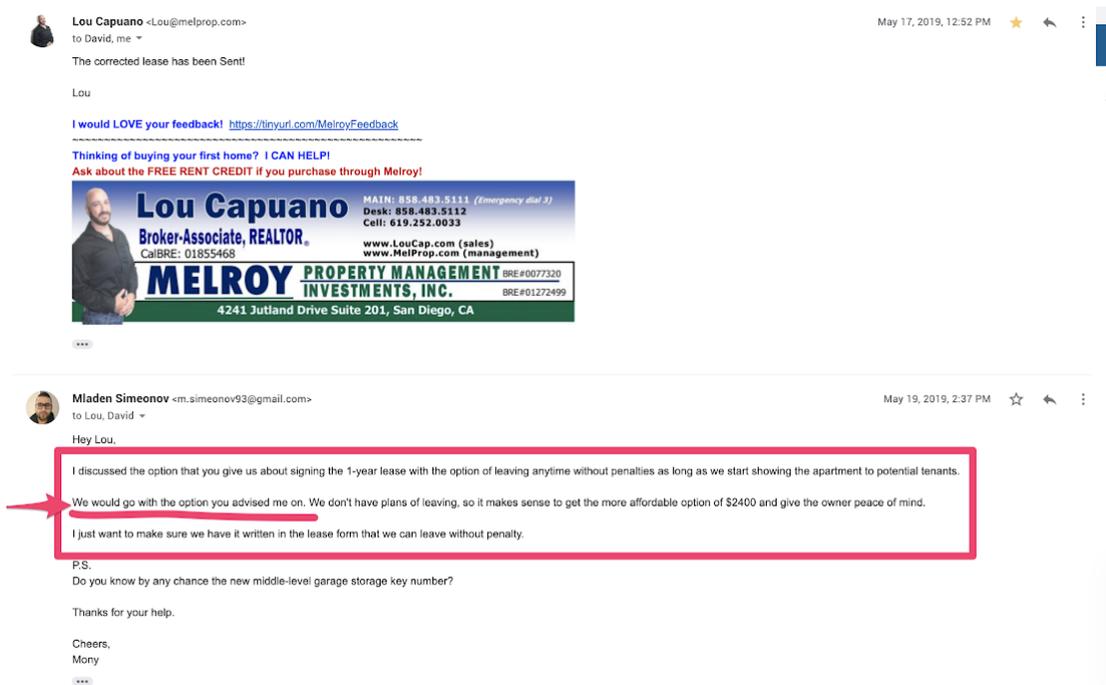
Because Lou said that he cannot add the terms to the lease and conveniently left that information out of the email he sent to us but we didn't have any reason to question his intentions at the time because we had the context of the call.

### Let's think about this logically... Why would we change our minds 2 days later for such a small marginal benefit?

1. We sent **2 emails** confirming that we want to go with the \$2425 month to month option (reference screenshots above).
2. The financial benefit totaling \$25, which is \$12.50 per person is so insignificant to lock ourselves to a 1-year lease and trample the flexibility of being month to month. If we needed those \$12.50 that bad we would have fired our maid or have her come bi-weekly instead of weekly.
3. The main reason for going with the month to month option was the flexibility and convenience of moving out at any time if needed, which we wanted to have and stated in email 2(see the provided screenshot of the email above)
4. On top of that, why would we use our time to take more responsibility to help Lou show the unit and handle potential tenants' communications for him?
5. When we applied for the unit you could clearly see that our combined incomes exceed the requirements way more than the required 2.5x and we obviously don't need these \$25.
6. We ended up choosing the more affordable option because Lou convinced us with the 2 months notice terms he sold us over the call. 2 months was still relatively flexible..

It's painfully illogical. **IT MAKES ZERO SENSE!**

In the email below it clearly shows that communication was conducted outside of email.

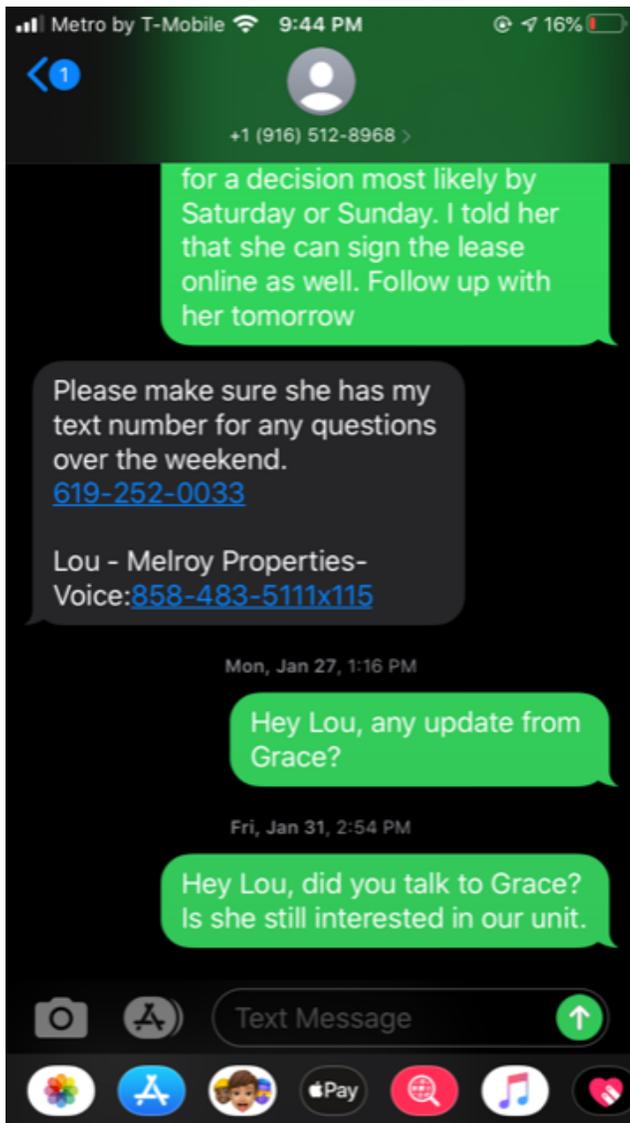


“We would go with **OPTION YOU ADVISE ME ON**”

### IT'S EVIDENCE THAT LOU MANIPULATED US INTO CHANGING OUR MINDS OVER A SALES CALL!

In addition to this, here are some other instances from the sourcing for tenants process that came of as negligence/incompetence or maybe purposeful sabotage.

1. Here is evidence of me chasing Lou to see if he called the leads after we've shown the unit.



2. No unit listings posted for 2 weeks after we submitted our 2 months' notice.
3. Sending the leads straight to us without giving them heads up on the process - He takes care of the lease and applications and we the tenants do showing of the unit.
4. Not pre-qualifying the leads when they plan on moving.
4. Not scheduling the touch-ups. The touch-ups haven't impeded or prevented me from showing the unit. The unit has been empty since December 28th. There is no reason to procrastinate and leave everything for the last minute and delay unnecessarily the moving date of the potential new tenants when you have to do the touch-ups anyway... The touch-ups could have been completed already. Also, It would have been way easier to show a unit that has been touched-up, refreshed and ready to move in ASAP.

Now looking at all of these instances it makes sense to us. The way Lou structured the deal he is covered in his mind no matter if he finds tenants or not before the 2 months end because he can just deny the 2 months advance notice for moving out(which we provided) the call with us and we will be bound to the contract and that he won't be held accountable for his words.

We didn't expect a representative( @Lou Capuano ) of a reputable company like Melroy Property Management to perform such business malpractices. We've been lied to and our trustiness has been taken advantage of.

As of today, February 25th we are not obligated to pay a single cent more nor show the unit to any more tenants. These were the conditions of the agreement made with the official representative(Lou Capuano), which words are representing Melroy Property Management ( @Vida Melroy @Martha Villalva @michael@melprop.com ) as well as unit #213 on 1225 Island Ave, San Diego, CA, 92101( @John Griffin @Steve Heyl ).

We hope you guys will do the right thing and fulfill the end of the agreement made by your representative Lou Capuano and officially release us from the lease and refund us for the remaining days of the month of February(26-29th)

Nobody likes to be scammed or lied to.

I hope we can resolve this amicably.

Best,  
Mladen

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**Lou Capuano** <Lou@melprop.com> Wed, Feb 26, 2020 at 11:30 AM  
 To: Mladen Simeonov <m.simeonov93@gmail.com>  
 Cc: Vida Melroy <vida@melprop.com>, Martha Villalva <martha@melprop.com>, John Griffin <jrgriffin0428@gmail.com>, Steve Heyl <hey.l.steve@gmail.com>, David Zheng <Nansida.zheng@gmail.com>, Michael Upshaw <michael@melprop.com>

Gentlemen, please do not fabricate lies. That email is stored in our logs and I forwarded it exactly as it was from that day that I sent it. We do not delete any emails for this very reason.

That is also our standard of practice to help ALL TENANTS get out of a lease and I can prove that in countless emails stored in our logs to many many past residents. That procedure does not waiver. I did not make up new rules just for you.



Main office/EMERGENCY: 858-483-5111 (24/7)  
 email: [Lou@melprop.com](mailto:Lou@melprop.com)

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**Lou Capuano** <Lou@melprop.com> Wed, Feb 26, 2020 at 11:38 AM  
 To: Mladen Simeonov <m.simeonov93@gmail.com>  
 Cc: Vida Melroy <vida@melprop.com>, Martha Villalva <martha@melprop.com>, John Griffin <jrgriffin0428@gmail.com>, Steve Heyl <hey.l.steve@gmail.com>, David Zheng <Nansida.zheng@gmail.com>, Michael Upshaw <michael@melprop.com>

Mladen, David,  
 Here is the entire email chain where you clearly said you wanted the lower rate...and where I sent the lease break policy in writing. Again, we save every single email for this purpose. See attached PDF.

I need a set of keys to begin showing the property. You currently still have possession and we cannot enter until we have the keys and permission to enter both. We can meet for the keys or you can bring them to the office to get a receipt during our posted business hours. M-Th 8:30-5, and Fri 8:30-3

Lou