IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

ERIC A. GARLAND Plaintiff,	)	
v.	)	Case No. 23SL-AC24108
DR. AAMINA AKHTAR, M.D.	)	
VIJOY UMMER	)	
SETH REEDER	)	
WEST END MANAGEMENT, Defendants	)	

FILED
AUG 30 2023
JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

AFFIDAVIT IN SUPPORT OF
VERIFIED COMPLAINT FOR BREACH OF CONTRACT

The undersigned, Plaintiff Eric A. Garland, having first been sworn upon his oath, hereby affirms that the following testimony is true:

1. On November 20, 2015, Plaintiff leased the property, a townhouse, at 1933 Meadowtree Lane, Kirkwood, Missouri 63122. The property manager of said townhouse was Jean Lake Properties LLC.

2. The townhouse had, at the time of signing the lease, certain amenities, including a deck off the second floor and laundry facilities in the basement.

3. In paragraph 15 of said lease, the landlord is obligated to maintain the residence in good and habitable condition.

4. On or about January 21, 2017, a water line associated with the laundry amenities in the basement appeared to have been blocked and destroyed the washing machine of the unit.

5. Based on information and belief derived from discussions with residents of Meadowtree Lane, multiple units next to Plaintiff's have had blocked water lines affecting the amenities of their basements, resulting in damage to the units.

6. On or about June 2018, Plaintiff complained in writing about the dilapidation of the deck. Defendants took no actions to maintain or repair said deck.

7. Plaintiff has repeatedly, for years, requested maintenance of the deck and evaluation and/or repair of the water line in the basement to keep the deck safe and to restore the laundry amenities included in the original lease.

8. On or about March 2023, the property was attorned to Seth Reeder and West End Management as managers.

9. On or about March 2023, West End Management dispatched Kim Brown to inspect the property on Defendants' behalf. Plaintiff accompanied Ms. Brown onto the deck and it nearly collapsed. Plaintiff nearly fell off the deck from a height of approximately ten feet. Plaintiff also showed Ms. Brown the disabled laundry facilities. Ms. Brown identified water damage in the ceiling of the master bedroom during said inspection.

10. After the March 2023 inspection of the property, Defendants took no actions to fix the deck, fix the leak into the ceiling, nor evaluate the potential damage to the basement water lines.

11. From March 2023 until today, Plaintiff has repeatedly asked Defendants to abate the deck and ceiling, and to restore amenities. Plaintiff has discussed these problems in person, through text message, and through email with Defendants and their agents.

12. On or about May 3, 2023, West End Management dispatched multiple building contractors to evaluate the cost of construction of a new deck. Each of these evaluations has required Plaintiff to take time away from work and to open his home to strangers.

13. Based on information and belief derived from his discussions with neighbors, due to the total dilapidation of the deck and damage to the neglected concrete base, costs to repair the deck at 1933 Meadowtree Lane could exceed $16,000.

14. Defendants did not order the construction of a new deck after these evaluations.

15. On or about August 8, 2023 Defendants threatened to conduct a self-help eviction if Plaintiff did not submit to an inspection from the owner, despite the numerous inspections of the unit by Defendants during calendar 2023 alone. Defendants threatened to change the locks at Plaintiff's expense if he did not respond to any notice of their

choosing, including anonymous text messages unassociated with Defendants within any 24-period of their choosing.

16. Plaintiff immediately invited Defendants to inspect the property at their earliest convenience.

17. On or about August 11, 2023 at 1:30pm, Defendants inspected the property. They found no damage to the apartment from Plaintiff. They declared the property to be in excellent condition. They found the same problems of which Plaintiff had complained for years. During this inspection, Defendants stated that they had accepted a bid from a contractor and that construction of a new deck would begin in late August. Defendants stated that due to his insistence that they repair the property according to the lease, that they declined to renew Plaintiff's lease in 2024.

18. On or about August 14, 2023, Plaintiff officially noticed Defendants in writing that he expected repairs to begin within two weeks.

19. On or about August 21, 2023, Plaintiff contacted the City of Kirkwood Building Commissioners Office. Plaintiff learned that Defendants had not applied for a permit for construction, had not applied for an inspection of potential disturbance of silt that could affect the surrounding properties, nor had they applied for a permit for a container for building refuse.

20. On or about August 22, 2023, the Kirkwood Police Department dispatched a code violations inspector to the property. The deck was inspected around 1:00pm that day. The inspector declared the deck to be in violation of City of Kirkwood ordinances

due to its dilapidated condition. Based on information and belief derived from a phone call with Cathy in City of Kirkwood government, the inspector immediately sent a letter to Defendants informing them of their violation.

21. On or about August 29, 2023, Plaintiff contacted the City of Kirkwood Building Commissioners Office. Based on information and belief, Defendants have still not applied for permits to repair the dangerous structure on the property.

22. Plaintiff has offered to enter mediation for the loss of amenities and peaceful enjoyment of the property.

23. Defendants have not contacted Plaintiff regarding a plan to abate the unsafe conditions of the unit, nor to compensate him for said losses.

24. Plaintiff has paid all rent in full and owes no money to Defendants.

25. The current rent of the property at 1933 Meadowtree Lane is $1710.00 per month.

FURTHER AFFIANT SAYETH NOT.

Eric A. Garland

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SUBSCRIBED AND SWORN TO before me this 30th day of August, 2023.

EVAN KOLB
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Feb. 15, 2025
Commission # 21578983

Evan Kolb
Notary Public

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