FILED
OCT 17 2023
JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

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	)	

VERIFIED AMENDED COMPLAINT FOR BREACH OF CONTRACT PURSUANT TO RSMO §§ 441, 535

COMES NOW Plaintiff Eric A. Garland, *pro se*, and for his Verified Complaint for Damages respectfully states to the Court the following:

INTRODUCTION

Defendants Dr. Aamina Akhtar, Vijoy Ummer, Seth Reeder, and West End Management, (hereinafter "Defendants") are the owners and managers of a property located at 1933 Meadowtree Lane, Kirkwood, MO 63122. Eric A. Garland resides at said property with his two minor children. For several years, Defendants have recklessly neglected the property which has now, in part, fallen into dilapidation. Plaintiff seeks money damages for breach of contract due to the failure of Akhtar, Ummer, Reeder, and

West End Management to maintain the property in good and habitable condition as per the lease.

PARTIES

1. Plaintiff Eric A. Garland is, at all times relevant hereto, a resident of Kirkwood, St. Louis County, Missouri. Plaintiff resides at 1933 Meadowtree Lane.

2. Dr. Aamina Akhtar and Vijoy Ummer are, at all times relevant hereto, residents of Chesterfield, St. Louis County, Missouri. They are the owners of the property at 1933 Meadowtree Lane.

3. Seth Reeder is the owner/operator of West End Management, the property manager of 1933 Meadowtree Lane, and is, at all times relevant hereto, operating his business in Clayton, St. Louis County, Missouri.

STATEMENT OF FACTS

4. On November 20, 2015, Plaintiff signed a lease to rent a property, a townhouse, at 1933 Meadowtree Lane, Kirkwood, Missouri 63122 (hereinafter "Property") for $1650.00 per month. The property manager was Jean Lake Properties LLC. Said company is owned and managed by Lynda Jean Lake of Moscow Mills, Missouri. Exhibit A.

5. Lake holds a valid Missouri Real Estate Commission license #1999078396, which was issued April 28, 2010 and expires on June 30, 2024. As such, she is legally allowed by the state of Missouri to conduct real estate transactions on behalf of property owners.

6. Jean Lake represented to Plaintiff that she was the agent of the owners of the property, Aamina Akhtar M.D. and Vijoy Ummer of Chesterfield, Missouri. Akhtar and Ummer are both listed in the St. Louis County Assessor's database of real estate information as having been the owner of the Property at all times relevant to this Complaint. Lake provided Plaintiff the cell phone for Vijoy Ummer in case of emergencies and to discuss maintenance issues if she were unavailable.

7. On November 20, 2015, Plaintiff wrote a personal check for $2000.00 as a security deposit on the Property. This deposit was to be held, without interest, in trust pursuant to Section 535.300 RSMo. Exhibit A at Paragraph 4.

8. The Property had, at the time of signing the lease, certain amenities including a clothes washer, a clothes dryer, an Amana dishwasher, General Electric microwave, and a deck off the second floor which stands approximately ten feet from the ground.

9. Kirkwood ordinances forbid any deck as defined under § 25-104 to fall into dilapidation and disrepair.

10. In Paragraph 11 of said lease, it states that "Landlord shall be be responsible for the cost to maintain the residence in good and habitable condition, including costs associated with reasonable wear and tear from the Tenant."

11. 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 that was provided in the property under the lease.

12. Multiple units on Meadowtree Lane have had blocked water lines affecting the amenities of their basements, resulting in damage to the units.

13. On or about October 9, 2018, Plaintiff wrote Ummer and his agent Jean Lake directly in an email to specifically warn about damage to the concrete stanchions under the deck. Subsequently, 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.

14. Plaintiff renewed the lease with Jean Lake Properties on or about March 1, 2016, March 1, 2017, and March 1, 2018.

15. Some time in 2018, Akhtar and Ummer attorned the lease from Jean Lake Properties LLC to AMOSO Properties.

16. AMOSO Properties was supposedly run by Joseph Ord and Meghan Ord of St. Charles, Missouri. However, neither Joseph Ord nor Meghan Ord held, or have ever held a Missouri Real Estate Commission license. As such, they were not legally authorized to conduct business on behalf of Akhtar and Ummer. Nevertheless, Akhtar and Ummer directed Plaintiff to send rent payments through Ord's website, which indicated that it was run by "AMOSO."

17. Plaintiff did not receive a refund of his $2000.00 security deposit. As such, he assumed that it was still held in trust by Akhtar and Ummer.

18. On or about March 1, 2019, Plaintiff signed a lease with AMOSO not knowing that they lacked a real estate license. Plaintiff renewed said lease on or about

March 1, 2020, March 1, 2021, and January 25, 2022. This lease was countersigned by Joe Ord and Jerry Hopping. Exhibit B. Plaintiff believed that Akhtar and Ummer were still the owners, and AMOSO, through Joe Ord, was their legally-authorized agent.

19. In paragraph 22 of said lease, it states that "Landlord shall be be responsible for the cost to maintain the Rental Unit in good and habitable condition, including costs associated with reasonable wear and tear from the Tenant."

20. Plaintiff renewed his requests for Akhtar, Ummer, and their agents to maintain the laundry facilities and the deck. Landlords failed to maintain or repair these.

21. No lease set forth that Akhtar, Ummer, nor any of their agents were allowed to disclose Plaintiff's personal information. Nevertheless, AMOSO, acting on Akhtar and Ummer's behalf, sold Plaintiff's personal information to an online advertising data broker.

22. On or about December 2022, the lease signed by tenant and AMOSO was attorned to Seth Reeder. Mr. Reeder portrayed himself as the legal agent of Akhtar and Ummer by way of his company West End Management. No company called "West End Management" is registered in the state of Missouri, despite Reeder's written statements to the contrary.

23. On or about March 1, 2023, Plaintiff signed an Amendment to the 2022 lease with AMOSO which only changed the end date of the lease to February 29, 2024. This amendment was countersigned by Vijoy Ummer.

24. Reeder directed Plaintiff to continue paying rent to an online portal marked AMOSO.

25. Reeder has stated in writing that payments made to the AMOSO portal go to Akhtar, Ummer, and himself.

26. Akhtar, Ummer, and Reeder have failed to maintain complete records of the maintenance history of the Property.

27. On or about March 2023, West End Management dispatched Ms. 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 and water damage in the ceiling of the master bedroom.

28. 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.

29. From March 2023 until today, Plaintiff has repeatedly asked Defendants to abate the deck and ceiling, and to restore amenities.

30. 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. Due to the total dilapidation of the deck and damage to the neglected concrete base, costs to repair the deck could exceed $25,000.

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

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

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

34. On or about August 11, 2023, Defendants inspected the property. They found no damage to the apartment from Plaintiff. They found the same problems of which Plaintiff had complained for years. 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 and according to City of Kirkwood building codes, that they declined to renew Plaintiff's lease in 2024.

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

36. 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.

37. On or about August 22, 2023, the Kirkwood Police Department dispatched a code violations inspector to the property. The inspector declared the deck to be in violation of City of Kirkwood ordinances due to its dilapidated condition. Said inspector immediately sent a letter to Defendants informing them of their violation.

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

39. In addition to his numerous courteous, good faith requests that Defendants maintain the unit in safe and habitable condition, Plaintiff has also offered to enter mediation for the loss of amenities and peaceful enjoyment of the property.

40. Defendants have stated that they do not plan to repair any of the amenities in the Property for the remainder of the lease.

41. Reeder claimed in writing that the $2000.00 security deposit paid by Plaintiff is no longer held in trust by Defendants.

42. Defendants have failed to maintain the property in good and habitable condition, and have failed to perform maintenance that is due to normal wear and tear.

PRAYER FOR RELIEF

WHEREFORE, for the foregoing reasons, Plaintiff Eric A. Garland respectfully prays that this Honorable Court enter judgment in his favor and grant him:

a. The amount of $4800.00, or $60.00 for every month the laundry amenities have been in disrepair since January 2017.

b. The amount of $6,000.00, or $100.00 for every month the deck has been in disrepair since June 2018.

c. The amount of $5000.00 for the deprivation of the peaceful enjoyment of Plaintiff's home.

d. All court costs and attorneys' fees.

e. For any such further and other relief that this Honorable Court deems meet and proper in the premises.

Respectfully submitted,

ERIC A. GARLAND
Pro Se

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