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

ERIC A. GARLAND Plaintiff,	)	
v.	)	Case No. 23SL-AC24168
DR. AAMINA AKHTAR, M.D.	)	
VIJOY UMMER	)	Div 24
SETH REEDER	)	
WEST END MANAGEMENT, Defendants	)	

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

VERIFIED 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 respectfully prays for relief from damages and to place his rent *in custodia legis* until the property has been restored to a safe, habitable condition.

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 leased the property, a townhouse, at 1933 Meadowtree Lane, Kirkwood, Missouri 63122. The property manager of said townhouse was Jean Lake Properties LLC.

5. 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.

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

7. 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.

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

9. 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.

10. 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.

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

12. 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.

13. 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.

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

15. 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 $16,000.00.

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

17. 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.

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

19. 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.

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

21. 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.

22. 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.

23. 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.

24. 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.

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

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

PRAYER FOR RELIEF

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

1. The establishment of an account *in custodia legis* with the Circuit Court in which to pay the agreed upon monthly rent of $1710.00 per month until such time that the deck is reconstructed and inspected by the City of Kirkwood.

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

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

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

5. All court costs and attorneys' fees.

6. 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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