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

FILED
NOV 10 2023
JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

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| ERIC A. GARLAND<br>Plaintiff, | ) | |
| v. | ) | Case No. 23SL-AC24108 |
| VIJOY UMMER<br>Defendant | ) | 44W |

**SECOND AMENDED COMPLAINT FOR BREACH OF CONTRACT**

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

## INTRODUCTION

Defendant Vijoy Ummer is the owner of a property located at 1933 Meadowtree Lane, Kirkwood, MO 63122. Plaintiff Eric A. Garland resided at said property with his two minor children for just short of eight years. During Plaintiff's tenancy, Defendant recklessly neglected the property, allowed it to fall into dilapidation, failed to maintain its amenities, and retaliated against Plaintiff, disturbing the peaceful enjoyment of his home. Plaintiff seeks money damages for breach of contract.

## PARTIES

1. Plaintiff Eric A. Garland ("Plaintiff") was, at all times relevant hereto, a resident of Kirkwood, St. Louis County, Missouri. Plaintiff resided at 1933 Meadowtree Lane.

2. Vijoy Ummer ("Defendant") was and is, at all times relevant hereto, a resident of Chesterfield, St. Louis County, Missouri. He is the owner of the property at 1933 Meadowtree Lane.

## STATEMENT OF FACTS

3. 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 ("Lake") of Moscow Mills, Missouri. Exhibit A.

4. 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 was, at all times relevant to this Complaint, legally allowed by the state of Missouri to conduct real estate transactions on behalf of property owners.

5. Lake represented to Plaintiff that she was the agent of Defendant. Lake provided to Plaintiff the personal cell phone number of Defendant in case of emergencies and to discuss maintenance issues if she were unavailable.

6. 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.

7. 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. Said deck is an integral part of the home and serves as the main point of emergency egress in case of fire.

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

9. 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."

10. 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.

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

12. On or about October 9, 2018, Plaintiff wrote Defendant and 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.

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

14. Some time in late 2018, Defendant caused the lease with Plaintiff to be attorned from Jean Lake Properties LLC to AMOSO Properties.

15. 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."

16. Neither Defendant nor Lake refunded Plaintiff's $2000.00 security deposit, nor asked that it be re-deposited. As such, he assumed that it was still held in trust by Defendant.

17. On or about March 1, 2019, Plaintiff signed a lease with AMOSO. At the time he signed the lease, Plaintiff did not know that AMOSO personnel lacked a real estate license. Plaintiff renewed said lease on or about March 1, 2020, March 1, 2021, and January 25, 2022. Exhibit B. Defendant represented to Plaintiff that he was still the owner and landlord and that AMOSO and Joe Ord was Defendant's legally-authorized agent.

18. 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."

19. Plaintiff renewed his requests for Defendant and his agents to maintain the laundry facilities and the deck. Defendant failed to maintain or repair these.

20. On or about December 2022, Defendant caused the lease signed by Plaintiff and AMOSO to be attorned to Seth Reeder. Mr. Reeder portrayed himself as the legal agent of Defendant by way of his company West End Management.

21. On or about March 1, 2023, Plaintiff signed an Amendment to the 2022 lease with AMOSO which renewed the lease until February 29, 2024. This amendment was countersigned by Defendant.

22. On or about March 2023, West End Management dispatched Ms. Kim Brown to inspect the property on Defendant's behalf. Plaintiff accompanied Ms. Brown onto the deck and it nearly collapsed while he was standing on it. 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.

23. After the March 2023 inspection of the property, Defendant did not abate the deck. Defendant did not repair the leak into the ceiling. Defendant did not restore laundry amenities.

24. Defendant 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. Defendant did not order the construction of a new deck after these evaluations.

25. On or about August 8, 2023 Defendant threatened to conduct a self-help eviction if Plaintiff did not submit to an inspection from Defendant during any 24-hour period of Defendant's choosing.

26. Plaintiff immediately invited Defendant to inspect the property at his earliest convenience, even though the property had been inspected multiple times in calendar 2023 alone.

27. On or about August 11, 2023, Defendant inspected the property. Defendant found no damage to the apartment from Plaintiff. Defendant found the same problems of which Plaintiff had complained for years. Defendant stated that he had accepted a bid from a contractor and that construction of a new deck would begin in late August. Defendant stated that due to Plaintiff's insistence that Defendant repair his property according to the lease and according to City of Kirkwood building codes, that Defendant declined to renew Plaintiff's lease in 2024. Further, Defendant pressured Plaintiff to move out before the end of his lease.

28. Defendant did not take back his threat to change the locks if Plaintiff did not respond to demands for inspection within 24 hours.

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

30. On or about August 21, 2023, Plaintiff contacted the City of Kirkwood Building Commissioners Office. Plaintiff learned that Defendant 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 Defendant applied for a permit for a container for building refuse.

31. On or about August 22, 2023, the Kirkwood Police Department dispatched code enforcement officer Rich Connors to the property. Connors determined the deck to be in violation of City of Kirkwood ordinances due to its dilapidated condition.

32. On or about August 29, 2023, Plaintiff contacted the City of Kirkwood Building Commissioners Office and learned that Defendant did not apply for permits to repair the deck.

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

34. Defendant's agents represented to Plaintiff that they do not have Plaintiff's security deposit in trust.

## 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 $2000.00 to reimburse Plaintiff for his security deposit

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

e. All court costs and attorneys' fees.

f. 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*

November 10, 2023 /s/ Eric A. Garland

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