

Fw: Eviction Apocalypse OPEN LETTER

From seldomusedmail@protonmail.com <seldomusedmail@protonmail.com>

To seldomusedmail@protonmail.com

Date Friday, August 21st, 2020 at 11:36 AM Friday, August 21st, 2020 at 11:36 AM

Sent with [ProtonMail](#) Secure Email.

----- Original Message -----

On Friday, August 21, 2020 11:34 AM, seldomusedmail <seldomusedmail@protonmail.com> wrote:

Dear Ms. Scheller,

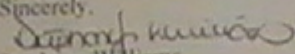
Please be advised you are in material noncompliance with the terms and conditions of your Lease, Connecticut Statute, and House Rules as follows:


Lease Section 10b 1: The tenant agrees to keep the unit clean. House Rules paragraph 8: It is expected that you will keep the premises neat and clean, both inside and out and you will take proper care of the appliances furnished. Connecticut Statute 47a-11b. (b) keep such part of the premises that he/she occupies and uses as clean and safe as the condition of the premises permits.

On 07/21/2020 during a routine walk through inspection it was observed that your back-porch area has a lot of unmaintained plants. It was also observed that you have trash bags covering a section of your plants. We ask that you please remove the trash bags immediately and maintain your livable area.

Pursuant to Connecticut General Statutes Section 47a-15, you have 15 days to cure this violation of the lease agreement.

You have ten (10) days in which to discuss the proposed termination of the tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand delivered to your apartment or the day after the date the notice is mailed. If you request a meeting, the Landlord agrees to discuss the proposed termination with you.

Sincerely,

 Stephany Williams
 Property Manager



from eBay

Property: **Pondview Apartments**
 Address: 335 Butternut St. Middletown, CT 06457 Email: sdelrosario@thecapitalrealty.com
 Phone: (860) 344-8157 Fax: (860) 344-8149 TTY/TDD: 711

LEASE VIOLATION NOTICE

April Scheller
 335 Butternut Street
 Unit #109
 Middletown, Connecticut 06457

July 28, 2020

LEASE VIOLATION NOTICE

Dear Ms. Scheller,

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from eBay

Open letter to the Congress and whom it may concern:

I was threatened with a COVID19 eviction by my corporate landlord Capital Realty Group, who receives a direct HUD subsidy of \$1,015 for my one bedroom alone on a monthly basis, as it is assumed they 'serve' we disabled by profiting at market value.

Rumors have it at least one resident here has been evicted during our pandemic emergency, I was shocked to hear this, saddened if my neighbor was truly unfortunate. But even if the actual eviction story is just gossip, it would still be taxing legal aid resources to have so pettily threatened with eviction for what sounds like incomplete yardwork myself in a letter I've attached. For the sake of my neighbors, who are all either disabled or elderly I am complaining in an open letter to congress about petty eviction threats occurring discreetly even before the moratorium is lifted.

Just harvesting some vegetables and putting out fake flowers, that or promising to write this letter, seemed to put me in compliance. I am still not sure what was critical about my garden or what was meant by plastic bag, but it is not the point. Nor is it the low-level essential worker's job to sensitize at risk of essential employment the corporate owners on disability, these owners enrich themselves off essential labor's risks now as surely as they are funded property holders by taking aid directly that is meant instead to benefit the disadvantaged which they are not.

In this building seniors have necessarily dismissed visiting help to reduce risks of infection. Likewise it is to be expected some residents will experience low self esteem isolated from family and friends, but apparently when you get public aid to house us you can tell even persons with physical disability or mood disorders that your mere aesthetic is more important to congress than their survival. Now congress must answer what the landlord has claimed during this pandemic to the vulnerable. Was it fair to my struggling loved ones and myself to make us contemplate my exposure and funeral necessitating the attention of scarce pro-bono lawyers for what a garden center visit might have remedied?

I've been 16 years in the same unit. I do experience some significant marginalization to be here, but I've also many significant privileges my neighbors don't always experience in society. Obviously I receive the aid I do because I cannot afford alternatives, this landlord has been fully informed I am an individual with asthma which has been identified by the state of CT to make me among those particularly vulnerable. Sincerely I have been fully paid on my rent (one of the lucky ones they claim) when this occurred. It's like a game of musical chairs, you see... no one is actually protected if vulnerable tenants lives are simply replaceable within the same units. We live in non-mobile project-based elder and disabled housing so each month's payments mean a private landlord's wealth is garnered from the poor who are little more than disposable revenue to some, C-L-E-A-R-L-Y.

Ironically over the summer (under no obligation to do so) I've dug up roots of the landlord's poison ivy from the corner of their property to make way for our little community garden in what was once tall weeds only. I've been hauling buckets of water as the outside tap is broken, breaking out in rashes, trying to keep noxious weeds confined to the fallen logs and great thorn hedge, to benefit my neighborhood, to increase COVID19 food security. No, I have to believe that if the attached letter about eviction-worthy gardening neglect of my patio was pinned to my door without word of warning (and make no mistake I say lives over lawns period), it is the more shocking that no one simply asked me to instead shift labor priorities politely. What would happen to other disabled or aged neighbors deemed bad unworthy tenants? Added to all this I am a locally known disability rights activist in disabled and elder housing. I mean what gives?

To flaunt the power that they could, is this why? To assert economic dominance and the cheapness of lower income people's survival. To simply display their great privilege to me.

Instead of supporting disabled independence via rent to own... or senior choices by movable aid... we have been considered fortunate just to be bound long term to a wealthy person's own business upon their own land. Homeless squatters survival is punished by arrest and/or institutional theft of disabled freedom so much freedom from this economic system is not involved. Now we allow that wealthy person to make light of tenant survival utilizing legislative wording about cleanliness indoors and out. It is the injustice of a system that most frequently treats the disabled and elderly exploitatively, terms direct aid a 'lottery-system' in irony of pure arrogance but to wealthy landholders indulgently praises them for the 'help' of benefiting from those tax dollars intended to improve the situations of the disadvantaged they are not. Perhaps an air of independence is what is offensive when they think they are my benefactors, perhaps it was offensive to see me working at what I could to benefit others with or without gain as I gardened, since they feel they are my benefactors rather than their business benefiting by our mere presence as tenants. We are supposed to be the lucky ones, the lives the public long paid to protect, though our lives today are shocking cheap. If you value the elderly and disabled in your community, if you realize what happened here might happen to low income people anywhere, then please rethink those proposed allowances for pandemic evictions as they are tantamount death sentences. This is an open letter.

Sincerely,
April Scheller

Sent with [ProtonMail](#) Secure Email.

498.46 KB 2 files attached 2 embedded images

notice01.JPG 129.60 KB

notice02.JPG 119.63 KB

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