

January 10, 2017

Re: Tina Sprinkle and Herb Warmbrodt

Dear Mr. Belliaro and Homeaway,

Please be advised that the undersigned represents Tina Sprinkle, your lessee of the referenced property from December 26, 2016 through January 6, 2017.

You were previously advised of the following:

Upon checking in, my client and her party noticed a strong odor of mildew in the air, as well as on the bedsheets. It was also noted that there was a full container of dirty glass bottles in the laundry, there were no blankets on the beds, there was no toilet paper in the bathrooms and the television in the master bedroom did not work. These matters were not addressed until December 29, 2016, day four of the stay.

The odor of mildew persisted and grew stronger. It soon became apparent that there was an issue with the air conditioning unit in the living room. Water dripped from the unit continuously to the point that the sofa and area rug became complete soaked. Additionally, due to the slick floor surface, on December 30, 2016, my client's husband, Herb Warmbrodt, slipped and fell through the patio screen door and onto the concrete patio floor, which caused the screen to dislodge from its track and strike Ms. Sprinkle on the head. Further, Mr. Warmbrodt injured his left knee when he struck it on the concrete patio floor.

The most serious issue with the property: apparently, it is mold-infested. What you may not know is that the mold was so significant that Mr. Warmbrodt and I (another member of Ms. Sprinkle's party staying at the property) became seriously ill shortly after arrival. We both suffered serious coughing attacks while trying to sleep at night as well as flu-like symptoms, including fever, chills, etc. While my symptoms have improved somewhat (I still have prolonged coughing spells), Mr. Warmbrodt's physical condition has deteriorated to the extent that he has required hospitalization with a diagnosis of pneumonia.

The mold infestation obviously presented a serious risk to our health, so much so that we had to vacate the property on January 1, 2017 and find and pay for lodging elsewhere for the balance of our vacation time in Costa Rica. In addition to that my husband contracted pneumonia from his exposure to the mold in the facility and had to go to the Emergency room once we returned home where they treated him for pneumonia.

It really goes without saying that you failed to fulfill your duty under the lease agreement to provide a clean, healthy place to stay. Your breach of duty clearly damaged my client and her party and thus entitles my client to relief under the law. Accordingly, this is to demand a refund in full of the amount Ms. Sprinkle paid to lease the property: \$2313.32. Please send your draft for certified funds in that amount to Ms. Sprinkle so that it is received by her no later than January 31, 2017. In the event that you do not refund the full rental amount by that date, Ms. Sprinkle has authorized me to pursue on her behalf any and all legal remedies available to her, including, but not limited to, filing suit against you for breach of contract.

I invite you or your legal representative to contact me if you have any questions regarding the foregoing.

Very truly yours,

Tina Sprinkle and Herb Warmbrodt