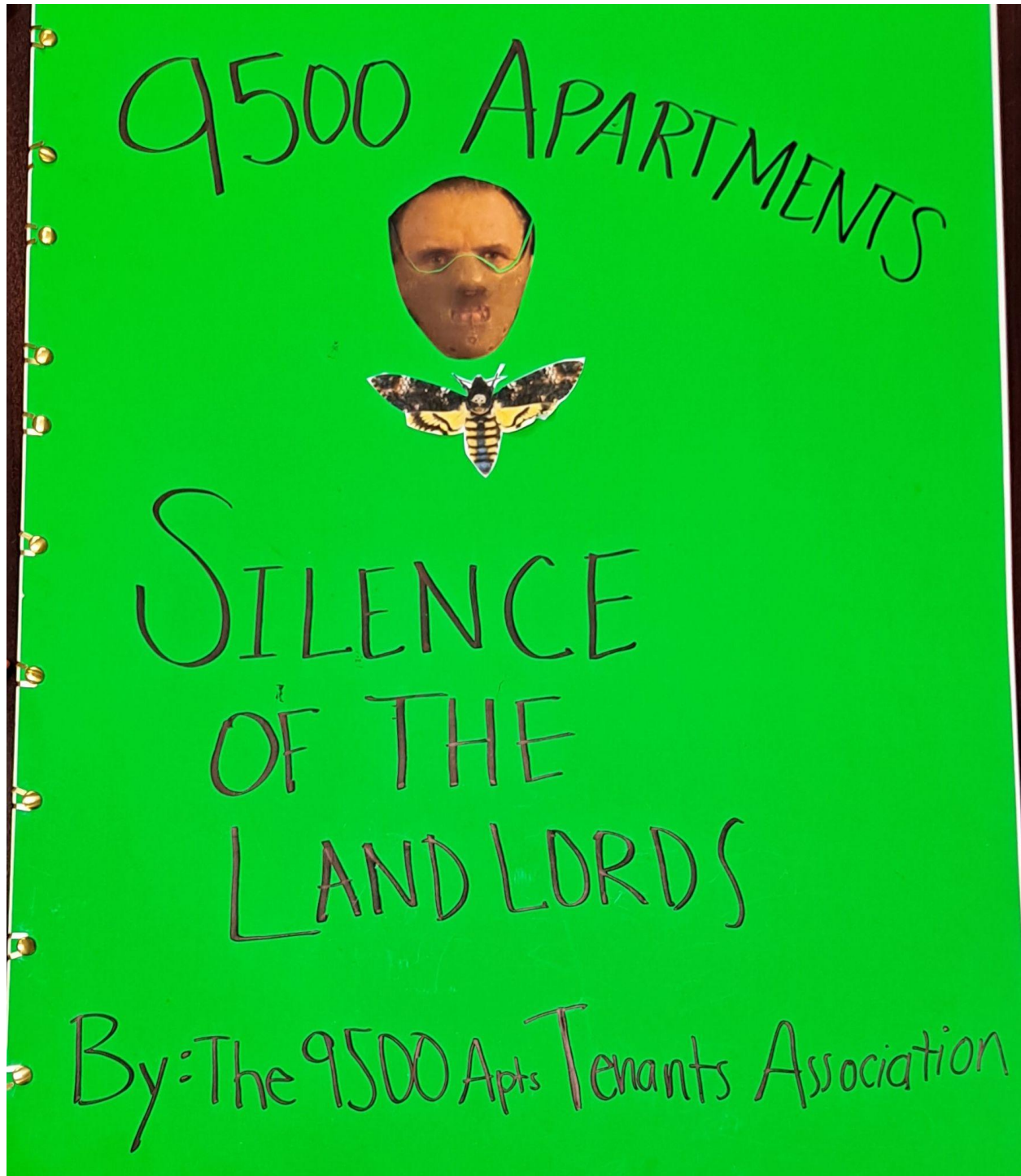
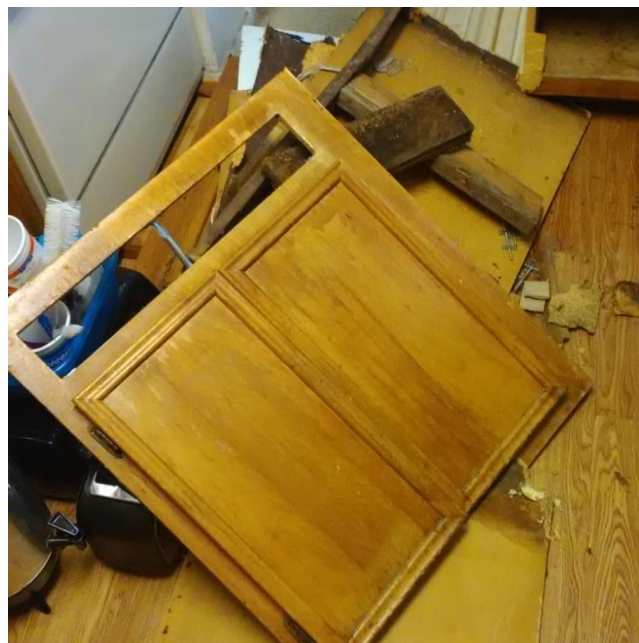
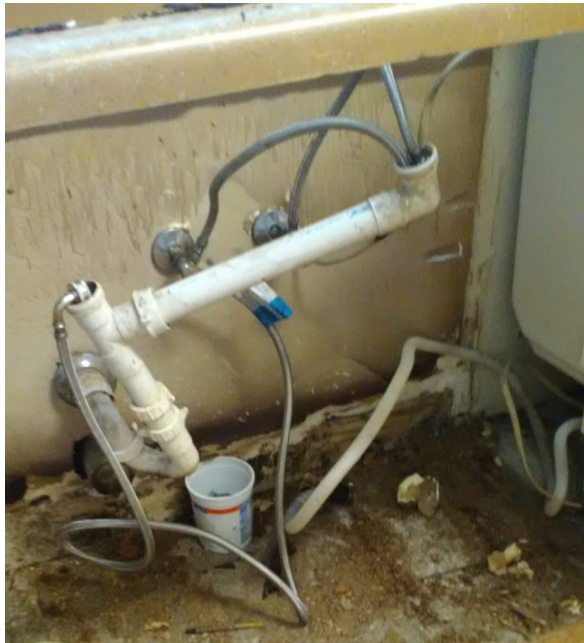


“Silence of the Landlords” by the 9500 Apartments Tenants
Association, April 10, 2021



In the wake of Winter Storm Uri, many of the residents were without water for close to 4 weeks. Many of us went to the 9500 Apartments office that Monday, February 22, 2021 for answers. Our concerns went unanswered, with non-answers to our in-person questions, unanswered emails, no response to certified letters, no returned phone calls to messages left on voicemail, and a disconnected business line. Here are their accounts:



Carlos:

“There are so many things that can go through your head, when you are four days without electricity and 10 days without drinking water. There was no charcoal or wood to warm us, no way to get out through the ice. The hunger went away, we just tried to sleep wrapped in layers and layers of clothing, we lit up with candles and loaded our cell phones in the car. My 78-year-old mother fought for her life and we burned books and magazines to be warm, I felt terrible and was looking for hotels but they were full and how was I going to get there if everything was frozen .. one day the light came on at four in the morning , the emotion was so great that we bathed and prepared hot food, a noise of water interrupted us, I knew it was a water pipe but not where it would explode, the water began to flood the kitchen, we called 911 and nobody answered 311 and nobody He answered, to the fire brigade and they did not answer we were alone, I went out to the balcony and saw a figure shouting: "the laundry fell" .. it was maintenance, I told him I was flooding ... he ran and broke the wall and closed the pipe ... he told us you are not going to have hot water in the kitchen, but in the rest of the apartment, yes, but that was only the beginning, pipes everywhere burst and cut off our water. Without water, but with light, how long could this last? It lasted 2 weeks of uncertainty, of bathing with water from the pool, melting the ice, carrying water from the pool. Thanks to the neighbors who contacted Austin needing water and enough, we had drinking water in plastic tanks and individual bottles

that improperly the administration of the confiscated departments reacted with a list in hand. Now there is electricity and water but they removed the kitchen furniture and the oven broke down, the heat starts and the air conditioning does not work well ... How long will we wait for the new furniture, a new stove, to fix the air conditioning? The response of the departments to this and any matter if they respond is: "It is a process and each case is different", would they tell me that if it were their parents, children, partner, their relative?"

Cheryl:

"I returned to my apartment on February 19, 2021 to No Water. Stairs and sidewalks still had not been treated and were never treated (I placed a Work Order right before the storm happened asking that stairs and sidewalks be treated in preparation of the snow). Eventually, there was water located in front of the office (not provided by 9500 Apartments). Tenants were told to bring their own containers for water. That was not an option for me. I purchased a lot of bottled water myself to use in the apartment and am requesting that myself and all Tenants who were required to purchase Water be Reimbursed and that we not be charged for the future overages as a result of the storm. The lack of timely response and lack of communication with Tenants has been a nightmare. I would like for Management/Attorneys to provide Section Numbers of the Texas Property Code, Lease and the Policy Section, of whatever that is referring to, in their poorly written response. I'm not seeing anywhere that states you cannot Reimburse Tenants for this unusual event. Take it from the wasted Fees that we are being charged monthly: Pest Control, Trash Pick-up, Overcharges to Tenants for Rental Insurance (when proof has been provided to you). I find it a joke that you expect us to comply with the Lease and the many Addendums but Management does not comply. To the Attorneys that responded by email, you may reference March 22, 2021 as the date of the letter."

Heather:

"I've experienced many hardships in my life but the recent winter storm has been one of the most difficult situations I've been through. The worst part was being without running water for three weeks. We were without electricity for 5 days and to prevent our food from spoiling, we buried it all in the snow outside. Freezing temperatures kept us bundled up in 3-4 layers of clothes and blankets. The thermostat read 35° inside the apartment. Once we got electricity back, we were able to cook but not having running water made it extremely difficult to wash dishes and keep things clean. Thankfully, we could afford to eat out once a day, a privilege that many people don't have. I showered when and wherever I could but often found myself trying to get clean at home, with a single bottle of water. Our building was one of the last to get our water back. Fourteen days had passed before plumbers started to work on our building and we had a pipe burst in our living room. Consequently, we had to have part of our walls and ceiling ripped out because of water damage. Though I feel extremely grateful to have running water back, I'd really like to have my apartment repaired so we can feel comfortable in our home again.

Following the storms, the response from management has been minimal and has lacked compassion. I'm disappointed in how this situation has been handled and I'd really like to see improved communication and transparency on their part. As well as, a time-line of when repairs will be completed. On a positive note, I'm very proud of my neighbors for coming together during this difficult time to take care of each other and I hope that through this experience our sense of community will continue to grow."

John:

"I have lived here for 10 years. 9500 wasn't too bad at the start, my coworker was my neighbor. Rent was \$700 and it was great. Cheryl was the apartment manager at the time. Over the years, I noticed with each company change, things would get worse each time. By the time Jackie came in things were bad. That was about 3-4 years ago. Pinnacle was the last management company that took over within the last 2.5 years. Before the storm in February, I had issues with my kitchen flooding and water coming into my living room. That was in October (2020) I had to put buckets out to catch all the water from the floor above me. I called the office, the emergency number, no reply and nothing. When I would go into the office, Jackie would tell me "I never got your message!" All the while, I could hear on the voicemail, in my own voice, "I have water coming through my ceiling." Through the years, I wanted to leave but I didn't. Finally, maintenance came out to "fix" my ceiling. Their idea of a fix was to spray paint the over leak.

"This last month, I was telling relatives and they don't believe me. Jackie did nothing. There are so many things I could tell you about 9500 Apartments. January 2021, my lease was coming up for renewal. In December, I noticed they were over charging me for not having insurance, even though I have it. I overpaid for 3 or 4 months with \$170 in charges! Jackie told me to pay the extra \$35 and they'll refund the overpaid monies later. I had to pay the extra \$35 for the rent or they wouldn't accept my payment. I paid and EXTRA \$70 for having insurance. "What are my options for my renewal?" I would ask. I never saw a refund and they went silent about my renewal.

"Now, it's the end of January and we have a new manager, Nicole. I asked her about the overcharges and "what are my options for my renewal?" My lease was up February 23rd. Nicole told me she would contact me about it later. Later came and went. I called the office and left messages, I called 47X BEFORE the storm about my rental renewal contract.

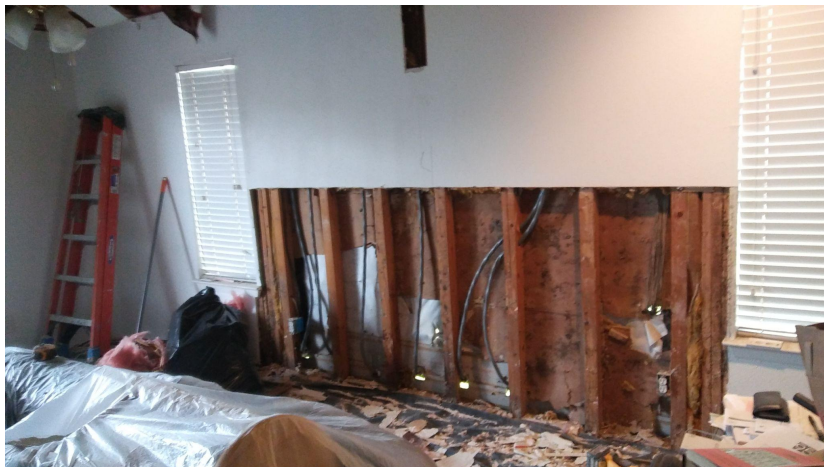
"It's the week of the storm February 13th - 18th. I have a little dog and it's 25 degrees in my apartment. There's no food or water available. I used a propane lighter to cook hotdogs. I was running out of food. I had to get out of this situation. I went to my truck to deice my windshield and on the last step, I slipped and fell. There was no sand, no salt, no kitty litter. I broke my ankle in 3 places. I had to call my niece and nephew to take me to the hospital. While I was in the hospital, I needed animal care and my neighbor Heather was able to care for my dog while I was receiving treatment. From Feb. 17th - March 4th, after the hospital, I went to live with my niece and waited a week there. I needed to have surgery and everything was backed up from the storm.

“On March 4th, I had surgery. A plate was put into my ankle with 10 screws on one side and my ankle needed to be relined and reconstructed. It’s been hell. April 8th, it has been 5 weeks since my surgery and it's still swollen. I need a doctor’s note to return to work. I need to get back to work. I had to move out because of all the mildew. There’s so much mildew in that apartment, it's unhealthy. The washer and dryer are out in the elements. My ceiling has mold. I moved out April 7th, I still have items in the apartment and will get them later. It was a challenge, getting a new place on my own. Since January, I’ve been paying the no contract fee of \$500 MORE in rent. My niece and nephew had conversations with the Assistant Manager, Raphel. Last day of February, I put in my 60 days notice to leave legally. Management hasn’t done anything to help anyone. I had to pay \$1000 in deductibles and haven’t been able to work in 2 months. I had interviews with Tesla as a Mechanical Engineer before the storm. (That’s \$35 an hour!) The day after my surgery, I had a job offer from Tesla. 10 hours standing on my feet, I can’t do that anymore. This situation has changed how I work and live.”



Andrew:

Andrew's kitchen roof fell from water damage due to broken pipes from upstairs. Andrew did not have running water for over a month. He tried visiting the office for help, calling by phone, submitting online written requests, and finally sending in a certified letter for repairs. The property manager, Nicole Zapata, told him to ask his insurance company for help and to clear a path from the front door to the kitchen. A few weeks later, he suddenly received a notice to vacate for failure to comply with removing all of his belongings in the apartment. He was told he had violated the terms of the contract and had less than a week to completely vacate his home, even though his lease wasn't up until November. Management then told him that "we are more than willing to retract the notice to vacate", which turned out not to be the case. Andrew has received wildly different responses from the front office staff and the assistance manager. To this day, 9500 Apartments (and by extension Cushman & Wakefield) are trying to evict Andrew in the middle of a historic pandemic even though he has always paid his rent on time and his apartment is still not repaired.



(Unidentified Tenant) :

“My Story: The Texas Mini-Ice age was bad. The morning of day three in 7-degree weather without power, at approximately 5am, Wednesday, February 17th, 2021, someone in this building turned their shower spigot on, then shut it off a short time after. This was enough to rupture the pipe in my exterior-side living room wall, which led to the laundry room, only accessible from the outside. What I didn't know at the time, as I scrambled to use my phone's last one percent of power to call the emergency maintenance line and report it, there were multiple ruptures in the pipes that had occurred. So, not only was I without power, about 45 minutes after the call was made, I no longer had access to dripping water. And like icing on a cake from the abyss, after I'd made the call, no more cell phone and no more backup power on my portable charger to get it back on. I knew we humans weren't making a smart decision when we abandoned the old wire-based, corded, landlines.

“Once notified by news of the freezing temperatures, I had started dripping my faucets inside the apartment to keep the pipes from freezing. Unfortunately you can't drip the pipes leading to the wash/dryer unit in the non-climate controlled outside storage room on the back porch. So the real suffering started there. No power for two days; and from that point, no power or water, with the knowledge that damage had occurred to the building's pipes. I knew it was going to be a bumpy ride from that moment on.

“The power came back on the morning of day four, Thursday, February 18th, 2021. With power back on, my leadership from work wanted those who could sign on to their work laptops to do so, and assess business damage control. I work from home. So, not even 24 hours of having no power and dealing with sub-freezing temperatures, I had to regain some resemblance of sanity, and start working again. I had power; so I had no excuse. I could technically work; but I had no running water, no shower for several days, snow on the ground outside, and I had to collect my thoughts and think about work.

“On Friday, March 12th, 2021 if memory still serves correctly, contractors came to test how much damage had been done to this building. The water had been shut off that entire time, aside from the tests they did that day to locate the damage. Management at the complex allowed us to collect toilet water in various ways to get by, and supplied rationed drinking water for most of that time as well. And if you were lucky enough, you could schedule a time in a functioning unit that was not being rented to take a shower, during business hours. This was of no assistance to me.

“I counted myself lucky on March 12th. The contractors only interrupted my work for the last hour and a half of that day; which I had to make up later. There was never any notice given, regarding when this would specifically occur; this of course added to my stress, because of interruptions to my work-from-home job, and anxiety concerning future interruptions I knew were needed, and would come. I was not however going to hinder progress that would lead to the water coming back on. Frantically, as leaks were discovered, the contractors helped me

move my furniture to areas that weren't where leaks were present; it eventually became a pile of my furniture and entertainment center, against the interior wall of my apartment. My entire world was dissolving, one pleasure at a time.

“The contractors returned the next day to fix the leaks they had discovered. They found 7 ruptures in various locations leading to the laundry room, and above the washer/dryer; which I found out later, also sustained damage. I was blessed to NOT have any ruptures in my kitchen, bathroom, or walls connected to my bedroom. Most likely this was due to my dripping faucets inside my apartment up until the morning of water shut off. My neighbors in various other parts of the complex were not so lucky. Seek out their stories for more of those details. The good news though; once the contractors finished repairing the rest of the leaks in this building, which ended up being the following Monday, the water was back on.

“My first thoughts seemed reasonable once water had been restored, do laundry and take a shower. Not necessarily in that order. I went to take a shower and discovered; the shower spigot was broken. Another casualty of the freeze. The water was on; but I still could not take a shower in my apartment. So, I tried to start a load of laundry; it wouldn't run a cycle. I still could not do laundry. It was then I knew; this was a test from the Universe, a test of my sanity at the very least.

“I had no idea how bad the damage was, all the way through March 15th, 2021. I didn't know how bad some of my neighbors had been affected, which as it turns out, was much worse than me. All I did know was; I hadn't showered in weeks, couldn't really make coffee with rationed water, and couldn't do laundry. I learned new ways of coping. Who knew sponge baths would be a thing in 2021. Well, after the chaos demon that was 2020, I should have known more trouble was coming.

“So that's my story. As for the damage, feel free to see the pictures I provided for those details. And you can enjoy the little video I attached as well. As of yesterday Wednesday, April 7th, 2021 regarding my dysfunctional living conditions (that I'm paying full price for), such as having a broken shower spigot, broken washer/dryer (that I pay monthly to rent by the way), lack of living room ceiling and most of the exterior wall, which translates to not running the AC lest it overworks and probably dies right before the Texas summer, the only issue resolved is my shower spigot (sorry for the run-on sentence; it seemed necessary). After almost 2 months since the freeze, I can finally take a shower in my apartment again. They were also kind enough to repaint my bathtub before the spigot was fixed, per my request. It looked so pretty as it dried and I smelled paint fumes for several days. Don't get me wrong, I'm happy they did that after I requested it; but I would have preferred the renovation had taken place after the repair. Apparently the part was on backorder.

Thank you for taking the time to read about my story and have a lovely day!

Respectfully,

Anonymous Tenant at 9500 Apartments

We have been attempting to get in contact with your LL due to an uncashed check we sent for rental assistance through the City of Austin Rental Program. At this time we have been unsuccessful in getting any response from them. Would you be able to contact them or possibly inquire about this check. Should they have any questions they can email up and we will be more than happy to assist.



Request #	Requested	Category	Description	Status	Completed	Originator	Attachments
5853582	2/22/2021	Preventative	This past week I placed a few emergency maintenance calls regarding flooding in my apartment. It looks like at some point the source of the flooding was addressed and the standing water in my unit was taken care of. I would like to receive confirmation that no repairs will be needed due to the flooding, and that there are no mold or electrical concerns in the walls impacted by the flooding as I have to file a claim with insurance. I would greatly appreciate this confirmation via telephone or in writing to my email or at my unit.	Work Completed	2/23/2021	Jordan WILK	

I've submitted a work order with my apartment maintenance to receive communication as I have not heard from them once since the flooding first occurred. When I woke up to the flooding, I immediately got as much off the floor, wrapped things in plastic, and otherwise tried to mitigate the flooding damage. I had to shortly thereafter leave as my apartment had no power and heat, the living room was the only dry area in the unit, as it had dropped to 45 degrees in my apartment, posing a risk to my cats and myself. From that point forward, outside of me leaving countless voicemails with the apartment and attempting to get them to return my calls using the maintenance portal, I have received no additional information on the state of my apartment, its safety, or any necessary repairs.

Jay & Thahn:

“This is a list of the negligent actions of 9500 Apartments in the aftermath of Winter Storm Uri:
Safety & Damages

- On Feb 17th, a pipe burst, flooding the apartment. The electricity/heat was not working and the temperature in the apt was below 45 °F. Jay & Thanh left to stay elsewhere for

their safety due to the risk of hypothermia and potential risk for mold/mildew & electrical hazards. Potable water was turned off without notice. See **attached photos** of flooding.

- The apartment flooded two additional times when water was turned on and off again (without notice each time).
- After each flood, maintenance came to turn off the water and remove standing water via shop vac. However, the unit has never been sanitized and walls are waterlogged.
- Maintenance has entered the unit without notice by breaking locks to perform remodeling. A wall has been removed from one of the rooms and a portion of the ceiling has been removed. Active remodeling is happening in the unit while Jay & Thahn are paying for full rent. The unit is unlivable and unsafe. During unit remodeling, Thahn's personal property (a desk) was damaged by maintenance (see **attached photo**). After breaking the locks, the units were left unlocked for multiple days before maintenance replaced the locks, leaving Jay & Than's possessions vulnerable to theft.

Communications

- Throughout the process, 9500 Apartments has made no direct communication with Jay or Thanh nor responded to direct communications from Jay and Thanh.
- In the email below, Jay communicated in writing to Management (a paper copy was sent to 9500 Apartments via **certified mail, receipt attached**) requesting a timeline for repairs and sanitation of the apartment. No response was received.
- Jay submitted a work order (see **screenshot of work order attached**) to 9500 Apartments to request direct communication from Management for repair timeline and sanitation of the apartment. The work order was marked as complete but no direct communication was received.

Alternate Accommodations/Reimbursement

- No offers of lease termination, reimbursement for water damages, or compensation for rent/hotels has been offered by Management throughout the process. Jay and Thahn are still not living in the unit.

Prior to Winter Storm Uri, 9500 Apartments made other negligent actions:

- Jay and Thanh qualified for City of Austin's RENT assistance In November of 2020. The City of Austin RENT assistance program shows that two checks were received (but not cashed) by 9500 Apartments. The City of Austin has been unable to contact anyone at 9500 Apartments to resolve the issue (see **attached screenshot of email**). 9500 Apartments has not responded to Jay and Thanh's communications to resolve the issue, which are included in their email below. 9500 Apartments negligence has put Jay and Than under financial stress.



Jose:

It has been almost 2 months since the winter storm and Jose and his family still don't have access to water. When 9500 Apartments' maintenance staff asked him if he had damages from the storm, he said yes, and they removed his stove, his kitchen sink and cabinets and bathroom sink. He and his family are still without replacements and have no way to cook, no drinking water, and no way to clean dishes. He has spent too much money on food and water for 2 months. The exposed insulation in the walls which maintenance left behind has started to cause allergic skin reactions to him, his wife and his daughters. When he tried to speak with the

manager, she turned him away and locked him out of the office saying she would not help someone that does not speak english and refused to accept his money order.

Alexis:

“I went to the office that Monday because we did not have water for close to 5 days. While there, many residents suggested showers, providing water, etc. I asked “Is it possible to get our rent prorated, since water is part of our rent?” The assistant manager did not have much input but “I have to pay a mortgage, even if there is a storm...” I started volunteering for BASTA for other apartment complexes. I started to ask, “how do I get water at my apartment complex?” I filled out their form and they called me early Wednesday afternoon to arrange for water. Sure enough, around 3pm Wednesday afternoon, they came with water and food for the complex. It was that Wednesday evening all the residents received an email notice that there was water and food at the front office. The apartment complex had the opportunity to provide reasonable solutions. They did not act and it took tenants (working together) to take action to make things better. That is unacceptable.”

These experiences are what help create the 9500 Apartment Tenant Association. In the week of March 15th, we circulated a petition with demands for justice including lease termination without penalties, alternate accommodations for those with storm damage, mold remediation, rent refund, compensation for the costs of being without running water and living in unlivable conditions, and improved communication. After sending the petition with 154 signatures with a letter to Management, the response we got to our requests was not from them, but from their attorneys. They said that 9500 Apartments are not responsible for the damages, charges, and delays in addressing our concerns. They said that they are following the Texas Property Code and refuse to make any changes to their policies while stating they “are happy to discuss our concerns.” We believe this response is dismissive and an effort to intimidate tenants requesting justice for management's neglect post winter storm.

We the 9500 Apts Tenants Association request that Cushman & Wakefield and 9500 Management compensate tenants for costs of having to endure 4 weeks without water and 7 weeks in uninhabitable conditions, allow tenants with winter storm damage to terminate their lease without fees or penalties, and respond to tenant's concerns (emails, phone calls and written inquiries) within 24 hours of receiving them.

We are hoping that this series of horror stories can come to an end and we have hope for a happier ending in which 9500 Management, Cushman and Wakefield and owners treat tenants with dignity and respect, and meet with us to negotiate a fair path forward.

9500 Apt Tenants Association Demands for Winterstorm Justice

1. **Lease Termination:** Allow all tenants whose units or buildings were damaged by the Winter Storm the option to terminate their leases without fees or penalties and receive a full refund of all deposits (pet, security, etc). Provide residents who are terminating their leases 60 days to remove their belongings from their unit without charging additional rent, fees or penalties. Not raise rent for tenants who decide to renew.
2. **Alternate Accommodations:** Allow all residents whose units or buildings were damaged by the Winter Storm the option to immediately transfer to an undamaged unit without fees or penalties, or provide the tenant with alternate accommodations until repairs to their unit are completed. Offer up to \$500 reimbursement to tenants that had to pay to stay in a hotel due to Winter Storm damage (tenants should provide receipts).
3. **Repairs:**
 - a. Currently, there are only three repair staff, 9500 Apts tenants demand that management hire outside contractors within 48 hours of receiving this petition to repair winter storm damages.
 - b. If mold appears to be present, conduct testing by a licensed mold inspection company and remediate the mold per their recommendations. Copies of mold reports should be available to tenants.
 - c. Provide proactive maintenance measures: scheduled AC filter replacements, cleaning rain gutters, and professional maintenance on a regular basis.
4. **Compensation:**
 - a. Waive two months rent for all 9500 Apts tenants impacted by the Winter Storm. For tenants breaking their lease in March, those tenants should be refunded March's rent and refunded complete deposit. Deposit should be refunded in full without taking money for Winter Storm related damage or cleaning.
 - b. Provide reimbursement for costs of bottled water for tenants having to purchase water (tenants should provide receipts).
 - c. Provide reimbursement for medical expenses related to falling on stairs (no salt or sand was placed by management).
5. **Communication and Transparency:**
 - a. Provide tenants a copy of the master water and wastewater bill. Prorate March water bill, tenants should not be charged for water that was lost during the winter storm.
 - b. Tenants want improved communication from management which has not responded promptly to emails or phone calls from concerned tenants. Tenants at 9500 Apts demand that management provide tenants with responses to their questions, calls and emails within 24 hours.