

\_\_\_\_, 2020

Ms. E  
Address1  
Address2

Dear Ms. E:

We write to you as your neighbors to respectfully inform you of the impact your tenants at Canterbury Road have, by virtue of their conduct, had on neighbors and the neighborhood—and to impress upon you the urgency of taking remedial action as the property owner concerning your tenant.

As you are probably aware, your tenant at Canterbury has recently been charged with a series of misdemeanors arising out of a shooting incident during which your tenant unlawfully discharged a firearm repeatedly on the evening of \_\_\_\_, 2020 (to our knowledge while intoxicated), sending bullets into a number of neighboring properties and exposing neighbors to grave risk of injury or death. Your tenant engaged in this misconduct with reckless disregard for the safety, security and lives of his (your) neighbors.

Fortunately, no one was injured by the bullets—this time. But serious and lasting injury has nonetheless occurred in this community of neighbors.

#### **Economic damage**

- o Property was damaged (bullet holes in siding; bullet holes in garage). Repair expenses were incurred.
- o Additional expenses for security and video surveillance cameras were incurred.
- o Property values are now in question. We may face the inability to sell our homes because of our duty to reveal known risks to prospective buyers.

#### **Emotional distress**

- o Neighbor's child was outside and witnessed tenants terrifying behavior staring menacingly at children and adults, yelling at individuals as they walked by; child has nightmares and bedwetting.
- o Childhood trauma-nightmares, regression, sleeping on the floor of parents, loss of social contacts. Friends are no longer permitted to visit because their parents perceive our homes are not safe.
- o Endangerment of family members/neighborhood.
- o Broke the legacy of a tight-knit community neighborhood in which neighbors trusted, relied on, and respected each other.
- o Family distress and break ups have occurred due to the emotional unsustainability of living with the risk of unforeseeable, unprovoked violent outbursts by a tenant with no community ties.
- o Residents forced to abandon their homes to avoid unacceptable risk of injury (from bullets potentially coming through their walls and windows) and loss of personal safety.
- o Living in fear, always looking over our shoulders.
- o Menacing, threatening, anti-social conduct, and disrespect of neighbors' rights has created an ongoing nuisance that prevents neighbors from peaceful, quiet enjoyment of their property.

We respectfully inform you of these impacts on our lives, because they portend liability for you as homeowner. The tenancy is exposing you as the property owner to risks and potential liability that could have an impact on your property value.

By permitting your tenant to remain in the property after the events recounted above, you are enabling and harboring a known threat to the community. Upon learning of the pending criminal charges against your tenant and his dangerous conduct, you should have recognized the threat/risk his presence creates in the neighborhood and terminated the tenancy.

It is incumbent upon you as the property owner and landlord to ensure that the property is not occupied by tenants that create a nuisance or risk of harm to neighbors. You have legal responsibilities to ensure your tenants are not a threat to the community. You have a duty to screen tenants carefully and choose tenants who are likely to be law-abiding and peaceful citizens and not harbor tenants with known propensities for violence and recklessness that can cause harm to others. As a property owner you have a duty under the law to discover and prevent illegal activity on the property.

Landlords are especially likely to be held liable when a crime (or violent conduct threatening neighbors) occurs on property and similar illegal conduct has occurred in the past. Because of your tenant's known violent history and propensity for violent, threatening conduct, you as landlord and property owner are now on notice of the threats and risks your current tenant portends for the community. To reduce your risk of liability for the illegal conduct of your tenant, it is incumbent on you to terminate the lease and remove the tenant once you are aware of tenant conduct that threatens neighbors' safety and security. incidents involving the tenant.

- Any person in the neighborhood who is injured or annoyed by tenants violating the law in a manner that threatens the safety and security may sue the landlord on the grounds that the property is a public nuisance that seriously threatens public safety or morals, especially when landlords for failing to take reasonable steps to protect them from crime when the landlords were aware that a similar crime already occurred in that location.
- Local, state, or federal authorities may levy stiff fines against the landlord for allowing illegal activity to continue.
- Permitting tenants to remain after such criminal conduct creates an environment that can make it difficult to find and keep good tenants, and the value of the rental property will plummet.

It is incumbent on you as the property owner and landlord to take action immediately when you are notified of a dangerous situation. Please consider this letter such a notice.

The fact is that nobody in the neighborhood in the vicinity of your property will ever feel safe or secure again—until your current tenant has vacated the property. The sense of fear among the neighbors is palpable and is preventing individuals from leading their lives as they ordinarily would. Two neighbors have already sold their homes and were induced to do so by your tenant's continued presence in the neighborhood and their unwillingness to continue their lives under the cloud of that risk.

Given the foregoing circumstances and facts, as your neighbors it is our responsibility to inform you that we believe it is imperative your tenant vacate the premises before our lives will be restored to normal. It is our right to live in peace and security—not in fear and uncertainty. As a group, we are considering appropriate civil action to ensure our rights and neighborhood are protected, including action against you as the property owner for permitting these risks to continue. By responsibly removing your tenant from the property, you could allay our fears, restore our sense of security and safety (and our confidence in you as a responsible neighbor), and reduce the prospect of your own liability as the property owner.

## THE AFFECTED CITIZENS OF CANTERBURY ROAD

Please give us the courtesy of a prompt reply to [email@neighbors.com](mailto:email@neighbors.com) and allow us to understand your intentions with respect to your tenant's occupancy of the premises going forward.

Sincerely,