

BUSINESS & LABOR

EXHIBIT NO. 6
DATE 2-10-09
BILL NO. SB 323**Housing****Split ends**

An ongoing rental dispute at a Lambros Realty property underscores what housing advocates are calling a troubling practice.

Seventy-one-year-old barber Ford Johnson received a June 26 bill from the property management division of Lambros Realty for \$1,931.85. It included three months of unpaid rent, a small charge to replace a kitchen blind and a \$250 administrative fee.

Johnson had moved out of the apartment on April 30 in response to a notice from Lambros that it would be converting the building into condominiums. He contends property management staff verbally accepted his 30-day move-out notice before April 1, only to later renege when he couldn't present the promise in writing. In the meantime, Johnson had already signed a new lease.

"It's not enough money to get attorneys involved," Johnson laments. "It's just wrong."

The reason Lambros denied the move-out notice was because Johnson's lease extended through July—the month before the entire

building was vacated. Johnson says he unknowingly agreed to an extension by signing his rent check the previous December, three months after receiving a piece of registered mail from Lambros detailing the terms of the new lease.

This method for extending tenant leases has proven legal. Fair housing advocates call it a disturbing trend nonetheless and hope to advise renters of what they may be agreeing to by not checking their mail.

"We get a number of cases where this practice has been problematic," says Denver Henderson, director of the ASUM Renter Center. "It's rare that we actually get these disputes resolved."

Dan Spoon, a lawyer and customer of Johnson's, offered to do some pro bono work on behalf of his barber. Lambros CEO Bruno Friia responded to the second of Spoon's letters, stating that all of the June charges were pursuant to the tenant's lease agreement.

Friia tells the *Independent* that his company keeps a record of all tenant interactions and found nothing on the day Johnson claims he walked into the Lambros office to present his move-out notice. Lambros' method for extending leases, he adds, is the industry

standard for large property management firms across Montana.

"Mr. Johnson was a longtime tenant with us and he's renewed the same way for two previous years. So, to all of the sudden cry foul, doesn't make sense," Friia says.

Christel Beckman, one of Johnson's neighbors, knowingly agreed to her lease extension, but regretted it once she learned of the renovation. "I was stuck in this situation that I couldn't move out of," she says. "You shouldn't force people to live in a construction zone."

Patrick M. Klemz

June 30, 2008

To Whom It May Concern:

On the date June 20, 2005, I began to rent an apartment unit at 1012 W. Pine in Missoula, Montana. The property management company that rented the unit to me was Lambros Real Estate Management.

The apartment units consisted of two buildings. Each building has three floors with four apartments on each floor. During the year 2007 Lambros decided to turn the apartments into condominiums.

The building on the east side of the property has, at this time, been totally evacuated and is now under re-construction. I lived in a unit on the west building. The tenants in this building were given an evacuation date of July 30, 2008. The July 30th date is not totally clear as Lambros has not been clear as to what has been going on. It is clear, however, that all the tenants understood they were being evacuated.

With the knowledge that I was being evacuated I found another apartment in Missoula. On March 31, 2008, I visited the Lambros office building to give my 30-day notice. It was, at this time, when I was informed that I could not submit a 30-day notice because of a lease that Lambros has printed up. This was a lease that I had not signed and had not even seen. The lease (included) stated that the signature on the December 2008 rent check constituted the acceptance of their lease agreement. It should be pointed out that I had lived in the apartment unit for almost three years. Montana law states that the renter lease agreement consists of one year and that after this time period the rental agreement is month-to-month. I also determined that the lease had not been sent to me by registered mail.

Lambros Real Estate Management had apparently decided to first evacuate the tenants and then prevent the tenants from finding another apartment in a timely manner. The end of July is not a good time to find a rental unit in Missoula as the fall semester at the University begins in September and the rental situation is very tight at that time.

I next revisited the Lambros office building and talked with one of the property managers. After talking with her she stated that she would consult with another property manager in charge and get back to me. Several days later she phoned me at the barber shop, where I work, and told me that the 30-day notice would be accepted. I submitted the 30-day notice at that time.

About one week I received a phone call from a third Lambros property manager. This lady told me that the July 30 lease statement was still in effect. When I told her that the 30-day termination notice had been approved she asked, "Have you got it in writing?" She then stated that since it was a verbal agreement only then the agreement was not valid. I was struck by the institutional dishonesty involved. I have talked to numerous people (some of them attorneys) about this situation and they all have expressed great distain as to the contempt expressed by Lambros toward their customers and their total lack of fair play and justice.

I proceeded with the moving out process and I cleaned the apartment very carefully. I paid \$110.00 for professional carpet cleaning (requested by Lambros) even though the interior of the apartment was to be demolished in three months. The apartment was in very good shape when I left and there was only a \$28.00 damage fee deducted for the kitchen blind.

A final bill was sent to me by Lambros on June 25, 2008. This bill charged me with three months rent for the months of May, June, and July, even though I moved out on April 30. They also added another \$250.00 administration fee to the bill.

Yours truly,

Ford Johnson
P.O. Box 1601
Missoula, MT 59806



Dan L. Spoon
John R. Gordon

800 South 3rd Street West
P.O. Box 8869
Missoula, MT 59807-8869
P (406) 541-2200
F (406) 541-2202

July 31, 2008

Bruno Friia
Lambros Real Estate Management
3011 American Way
Missoula, MT 59808

Re: Ford Johnson / Tenancy at 1012 W. Pine

Dear Bruno:

As you may recall I wrote to you on May 29, 2008 to address an unfortunate situation involving a former Lambros Property Management Lessee, Ford Johnson. Having not heard from you I had hoped the matter had been resolved internally. However, Ford has just now received the enclosed notice and bill from the Real Estate Management Group. At this juncture I do not know whether the Real Estate Management Group is related to Lambros or is an agent of Lambros. I am also enclosing additional documentation from Mr. Johnson explaining his version of the events.

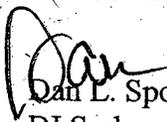
Under the circumstances, it is imperative to Mr. Johnson that this matter be finally cleared up so that his credit is not adversely affected. There is little doubt that the bill submitted by Real Estate Management Group is an invalid bill and an inappropriate effort to collect a debt.

At your earliest opportunity, could you please look into the matter so that we can finally conclude this matter?

Thank you for your time and professional courtesies.

Best Regards,

SPOON GORDON PC


Dan L. Spoon

DLS:pl

Dan.Spoon@sgmlawyers.com

Enc. a/s

cc: Ford Johnson
Real Estate Management Group

LAMBROS
REAL ESTATE MANAGEMENT

3011 American Way
P.O. Box 17426
Missoula, Montana 59808
Phone (406) 532-9300
Fax (406) 532-9333
E Mail: forrent@montana.com

September 13, 2007

Ford Johnson
1012 W. Pine #611
Missoula, MT 59802

Dear Ford:

This is notice that the existing Rental Agreement for the property located at **1012 W. Pine #611, Missoula, MT 59802** will be amended as of **November 21, 2007** between **Lambros Real Estate Management** (Landlord), and **Ford Johnson** (Tenants).

Effective **November 22, 2007**, the dates of your Rental Agreement will be amended to begin on **November 22, 2007** and end on **July 30, 2008**.

Effective **December 1, 2007** your Rental Agreement will change as follows: Rent will increase from **\$545.00** to **\$545.00**.

The following changes will occur to your utilities or pet rent: **NA**

If applicable, the amount of rent listed above does not reflect utilities or pet rent. Please add utilities and pet rent to the figure listed above.

All other terms and conditions of the Rental Agreement continue to apply as stated on your Rental Agreement with exception to any changes being made in the attached Addendum.

Please sign this form and return it to Lambros Real Estate Management within seven (7) days of receiving.

PAYMENT OF DECEMBER RENT (WITHOUT HAVING GIVEN NOTICE OF MOVE OUT) CONSTITUTES ACCEPTANCE OF THIS ADDENDUM TO YOUR CONTRACT, WHETHER THIS ADDENDUM IS SIGNED OR NOT.

******If you plan on moving out of your unit, you must provide a thirty(30) day written notice to Lambros Real Estate Management, 30 days prior to the end of your current lease term******

Please contact our office at 532-9300 if you have any questions.

If you are interested in receiving free rent payment envelopes, please visit our office @ 3011 American Way in Missoula.

Mary Hand

Date: 9/13/07

Lambros Real Estate Management

Resident

Date

Resident

Date

Resident

Date

Resident

Date

Sent via Certificate of Mailing



3011 American Way
PO Box 17426
Missoula, Montana 59808
Phone (406) 532-9300
Fax (406) 532-9333
E Mail: forrent@montana.com

Security Deposit Disposition

Ford Johnson
PO Box 1601
Missoula MT 59806

Pursuant to Civil Code Sections 70-25-201 thru 70-25-206, you are hereby furnished the following statement of disposition of the security deposit for the below listed residence.

SECURITY DEP. REFUND DATE: 06/25/08
MOVE OUT DATE: 04/30/08
RESIDENT: Ford Johnson
ADDRESS: 1012 W Pine #611, Missoula MT

DAMAGES: \$28.22 Replacement blind in kitchen

TOTAL DAMAGES: \$28.22

CLEANING: NA

TOTAL CLEANING: \$0.00

CARPET CLEANING: NA

TOTAL CARPET CLEANING: \$0.00

RENT: \$545.00 May Rent / \$545.00 June Rent / \$545.00 July Rent

TOTAL RENT: \$1635.00

OTHER: \$250.00 Admin Fee / \$18.63 Electric

TOTAL OTHER: \$268.63

TOTAL CHARGES: \$1931.85

TOTAL SECURITY DEPOSIT RECEIVED: \$870.00

BALANCE DUE RESIDENT: \$0.00

BALANCE DUE OWNER: \$1061.85

Disability Rights

Mrs. Faun Pullin
1022 Chestnut St.
Helena, MT. 59601
Dec. 8, 08

I am writing to you as an advocate for Terry Huffine of Missoula, Montana. A copy of the Missoulian Independent has been inclosed (Oct. 30, 08) plus two photo-copies of page 6. The article (split ends - page 6) describes the general problem in regard to Lambros Real Estate Management Group. I have managed to locate a number of the people that lived in building 1012. (1012 W. Pine St.) They all feel strongly that they were treated very unfairly by Lambros. Both Terry and I lived in building 1012. No one that lived in the building has been given any information that they were to be evicted on July 30, 08.

The apartments were gutted in August 08 after the tenants were evicted. They have now been turned into condominiums. The tenants did realize in late spring that they were to be evicted on July 30, 08. They therefore did not do a carefull job of cleaning because they knew that the apartments were to be gutted. What they did not realize (including Terry) was that Lambros was planning to hold them accountable for a meticulous cleaning (including professional rug cleaning) of their apartment units. Lambros has demonstrated a callous disregard for the wellbeing of the tenants. This attitude has resulted in a major financial loss to each renter including Terry. The process of moving alone is very expensive.

A copy of the security deosit disposition for Terry has been inclosed. The charges were \$1065.65 for damages to the apartment that was gutted in August 08. Terry lost his deosit of \$600.00 plus another \$232.81 (his half of \$465.62) This was a total loss to Terry of \$832.81. Terry also paid more money for cleaning.

I do not have at this time a copy of Terry's last lease. I have inclosed a copy of my lease which I believe is basically the same. Notice that the lease states that the payment of the December 07 rent check constitutes the accetance of the addendm contract (lease) even if the lease had not been signed by the tenant. Also note that the contract ends on July 30, 08 and no information is given regarding eviction.

I do not have at this time all the complete infomation and documentation regarding Terrys situation. The necessary information and documentation can be obtained however.

Terry's present address is:

Terry Huffine
433 South Third St. W.
Missoula, MT. 9801 (406) 327-5309

His case worker is:

Ray Shackleton
Western Montana Mental Health Center
131 Wyoming
Missoula MT 9801 (406) 532-9740

Sincerely yours



Ford Johnson
P.O. Box 1601
Missoula, MT. 59806
(406) 728-3975 (work)