Gmail Bryon Finke <bryon.finke@gmail.com>

alternative idea

6 messages

Kenny Mayle <ken.mayle@gmail.com> Mon, Mar 14, 2022 at 12:15 PM
To: Bryon Finke <bryon.finke@gmail.com>

Another wild option... It'd get him out of ***your*** hair is depending on finances/any returns maybe literally ship him to Detroit and him pay far less rent to sustain his lighting boondoggle.

https://www.loopnet.com/Listing/9915-Whittier-St-Detroit-MI/25018510/

I'm not really looking to deal with brad anymore or buy another property but... just a wild idea. I'm from that area. There's so much industrial space on the market over there.

If he knows his dog is probably going to get put down over this he might consider it.

Kenny Mayle <ken.mayle@gmail.com> Mon, Mar 14, 2022 at 1:31 PM
To: Bryon Finke <bryon.finke@gmail.com>

The more I look at this idea... It would also give a chance for him and I to draw up a real contract that if he defaults over there I have more leverage as a landlord to evict him.

I don't have a whole lot of bright people around me to bounce this sort of thing off of. Does this sound rational?
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Bryon Finke <bryon.finke@gmail.com> Tue, Mar 15, 2022 at 7:20 AM
To: Kenny Mayle <ken.mayle@gmail.com>

Hey Ken,

Attached is the letter I plan to present Brad with today. Let me know if you have any concerns/feedback. I will give you a call this afternoon.

-Bryon
[Quoted text hidden]

Brad Behmer - 4714 W Lake St WARNING.pdf
57K

Kenny Mayle <ken.mayle@gmail.com> Tue, Mar 15, 2022 at 1:13 PM
To: Bryon Finke <bryon.finke@gmail.com>

#5 should say "leash".

I think you need to say at the bottom that continued violations can result in eviction to meet the probable intent of the

letter.

I don't know how Commercial leases completely work, but if you have a residential nonconforming issue generally the letter is a specific type such as a 3 or 10-day (could be others) notice to quit. Some of the items (probably don't need to be specific) probably aren't "evictable" though. For example, if he literally wants to work in dog crap up to his hip in his unit I don't *think* you or I can say he cannot. I'm not aware of him doing so but if he was doing something like cooking meth in his RV that would be different. We have to point out actual zoning/code/legal (breaking and entering)/contract violations as Brad as we're finding out cares little about respect and being courteous conduct. Everything else he'll just shrug off.

I think you need to put in writing that he did not maintain the temperature at the property at a level preventing that pipe rupture in the bathroom. That kind of thing is probably in the lease or just... required. Now that water is shut off (unless you've repaired it) that shuts off water to the unit and I would assume needed for fire protection reasons.

I'm trying to play devil's advocate here and help you help me... but I think the issue with the interior fire would be proper exhausting. You can't exhaust a heat source like that onto the right of way/sidewalk. If we say "no solid fuel heating" it would have needed to say that in the lease or at least verbally? to be enforceable.

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Kenny Mayle <ken.mayle@gmail.com> Tue, Mar 15, 2022 at 1:44 PM
To: Bryon Finke <bryon.finke@gmail.com>

https://www.illinoislegalaid.org/legal-information/written-eviction-notices

I'm assuming commercial and residential both have a 10 day notice to quit for lease violations. When i say lease violations that would also include things like zoning and code violations.

Just for reference.

http://gisapps.chicago.gov/gisimages/zoning_pds/PMD9.pdf

However... now that I think about it (just a thought). I think our actual use if you recall doesn't meet zoning. See "artist workspace" in the tables on pdf page 3.

Showing my cards here a bit but if you wanted to evict Brad you could tell us we're using the space for an unapproved use. If you recall not long after we first signed with the issue about that night's watchman clause (i think it's out there) and not having a proper use yet we said what we were doing could be grounds for eviction which I'd really want to do and then we find a new tenant either by sublease or just have them buy the lease out and get me off as guarantor one way or another.

That could be a viable option or push Brad to my idea of literally moving him to Detroit if he sees you've got a valid path to eviction.

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Bryon Finke <bryon.finke@gmail.com> Tue, Jun 21, 2022 at 12:07 AM
To: Zulkey Associates <zulkeylaw@gmail.com>

Sent from my iPhone

Begin forwarded message:

From: Bryon Finke <bryon.finke@gmail.com>
Date: March 15, 2022 at 7:20:38 AM CDT
To: Kenny Mayle <ken.mayle@gmail.com>
Subject: Re: alternative idea

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Brad Behmer - 4714 W Lake St WARNING.pdf
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