

This sequence of events confirms landlord misrepresentation, violation of landscape responsibility, and use of false visuals to prep the unit for Airbnb during an active lease.

From: michael gasio (gasio77@yahoo.com)

To: kyphat@yahoo.com; srandell@hbpd.org; hnguyen2@fbi.gov; lymyhoa@yahoo.com

Cc: aelkins@gmail.com; helderppinheiro@gmail.com

Date: Monday, October 20, 2025 at 11:19 AM PDT

W14 – Landscaping Fraud & Airbnb Conversion

Key Fact: Despite the lease explicitly stating HOA and landscape were landlord's responsibility (see Lease Section 9), no gardener was ever provided. This violation, along with unauthorized short-term rental conversion, supports a pattern of breach and concealment.

In February 2025, tenant reported being told to mow the yard themselves by HOA rep "James," after owner failed to address a one-year HOA delinquency. Drone sightings over the property were interpreted as listing preparation for Airbnb. Owner denied selling, yet continued to ghost HOA and tenants. Witness James confirms owner refused all calls.

Images: Documenting Lack of Landscaping, Tenant Mowing, Tree Damage, and False Ocean View





Best of February 2024
Feb 9, 2024



End of second year trees removed Main street in view.



Tenant forced to maintain lawn due to owner abandonment.







Overgrown palms limbs were lifting shingles on next home, HOA violation renter climbed the ladder at 72 years old.







Front trees overgrown, further evidence no gardener was used for a long time.





Street lighting entering second-floor windows — no "ocean view and coastal view".

10/25/25, 7:35 PM

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OR ☐ B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: _____, except HOA, landscape, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

☐ A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.

☐ B. **Gas Meter:** The Premises does not have a separate gas meter.

☐ C. **Electric Meter:** The Premises does not have a separate electrical meter.

10. **CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

☐ A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: _____

☐ B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).

☐ C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO) ☐ within **3 days** after execution of this Agreement; ☐ prior to the Commencement Date; ☐ within **3 days** after the Commencement Date.

(ii) Tenant shall complete and return the MIMO to Landlord within **3 (or ☐) days** after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.

☐ D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within **3 (or ☐) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.

☐ E. Other: _____

LR REVISED 12/21 (PAGE 2 OF 8) Tenant's Initials _____ / _____ Landlord's Initials _____ / _____

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 2 OF 8)

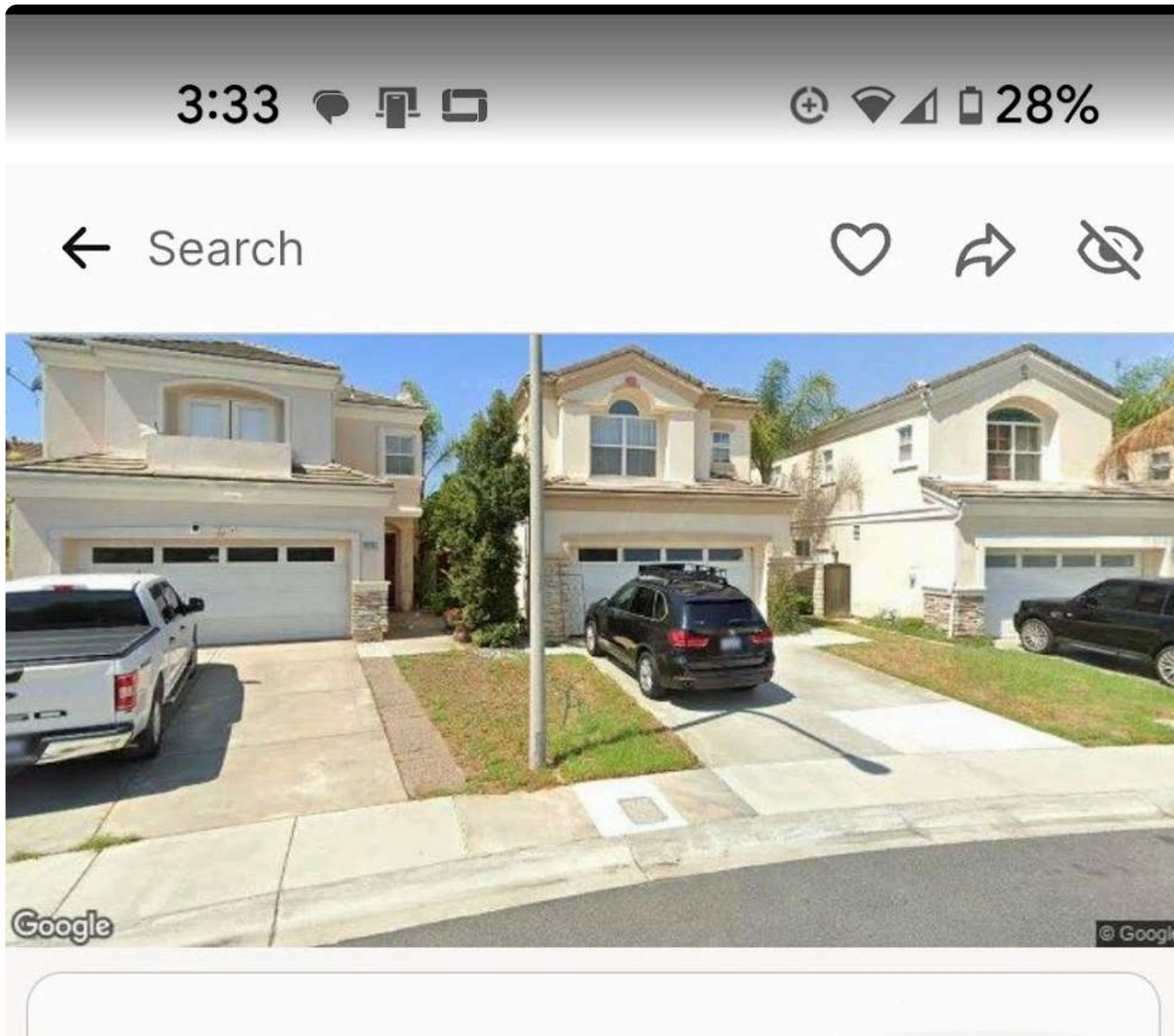
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uSign Envelope ID: BF76EC2B-F59F-4E3D-8C90-90545D1121DD

Premises: 19235 Brynn Ct, Huntington Beach, CA 92648-6287 Date: 04/21/2022

2022 Anna Ly contract landscaping included which shall be paid for by landlord. He never paid me he sued me.



● **Rental removed** on May 21, 2025
.....

19235 Brynn Ct
Huntington Beach, CA 92648

\$7,500/mo

3 beds • — baths • 2,990 sq ft



Listing removed May 21, 2025, after over 200 days on Airbnb.
Only 54% higher than what a contract for \$5,000 was in place for
at time.

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Front-facing patio reveals traffic, not ocean — deceptive listing traffic light.

Witness Testimony

James (HOA rep): "Did you see the drone over your house today? "Owner won't return my calls". Dr Tran told Mr. Gasio he was not selling but was informed he owed HOA a year of back dues. I was

asked to call you by HOA as drone flew over. Said he'd "having problems" find a gardener but never did get one."

Conclusion

This sequence of events confirms landlord misrepresentation, violation of landscape responsibility, and use of false visuals to prep the unit for Airbnb during an active lease. Exhibit W14 is part of the formal damages package and will be submitted as part of the landlord fraud timeline.