

s2.7 - 2nd floor bath floor - Subfloor Deficiency

The second floor bathroom floor had new vinyl in it at the time of purchase. It seemed to be structurally okay although no detailed inspection was done. After moving in and verifying numerous concealment issues, we started reading over the quotes again and found a confusing reference to a bouncing floor in the bathroom that was initially a concern but then deemed a lesser concern.

We removed the vinyl and found a new layer of 1/4"luan. We removed that and discovered a severely compromised subfloor right around the tub and between the tub and toilet. The new layer of luan had masked the problem, not remedied it.

The contractor's original quote to replace the subfloor was the proper thing to do. The Contractor and Seller's Agent seemingly figured out they could do lesser work and mask the defect, so they took that route. The contractor noted the Seller of the change in work, but he did not lower the price of the job, which was significantly less given the change of scope.

We ended up having to tear up the new work to look for damage and then we had to replace a portion of the subfloor which was damaged which was about 16" by 60".

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Quote From General Contractor to Seller for bathroom floor work with ref to video showing floor movement

From: [redacted] <[redacted]@outlook.com>
Sent: Friday, September 25, 2020 6:22:13 PM
To: [redacted] <[redacted]@thinkersurgical.com>
Subject: Additional work estimates

Hi [redacted]

Here are a few more estimates to keep things moving forward while I'm waiting for the cost of deck materials to rebuild outside master bedroom deck and remove North side deck. Below are combined ideas from both me and [redacted] that will make the home more presentable. There are no casings (window trim) on living room windows and one upstairs closet. Provide and Install: \$150.

No baseboards in downstairs bath or laundry. Provide and install: \$170.

Smoke detectors (every bedroom and top of stairs) and carbon monoxide detectors on each floor are mandatory. Provide and install: \$250.

Repair the hole in the ceiling in the master closet \$95.

Reverse the swing on downstairs bath door, to open into hallway. (New toilets will not clear.) \$140.

Upstairs hall bath floor repair: [redacted] will send you a video showing movement in the floor. I won't know what the damage is until I remove the vinyl and take a look. But I'm estimating about \$400 labor to repair and then the cost of new vinyl, installed, at about \$375.

Remove shed attached to pool house: (I will need to include the rental of a large dumpster for

debris removal @ cost of \$675) total cost with dumpster and labor \$2500.

Paint inside of front door, (Prime and two coats paint) labor and materials \$275.

[redacted] will be submitting a quote to paint the inside of the garage- walls and ceiling- leave cabinets as-is.

New counter tops in kitchen, Formica (or equivalent) a new version of what is there now, \$3900. I remove the old, a specialty contractor installs the new, then I reinstall sink, etc.

Hopefully I'll have all deck numbers by tomorrow, I'm waiting on my lumberman to price out my materials list.

Sincerely, [redacted] GC #3947

Update from General Contractor to Seller on Scope of Work

-----Original Message-----

From: [REDACTED] <[REDACTED]>

Sent: Monday, October 12, 2020 1:07 PM

To: [REDACTED] <[REDACTED]>

Subject: Bayview, Castroville

Hi [REDACTED],

My apologies for being quiet too long: last week we had major septic/sewer issues at our home and I lost a couple days work, got a bit overwhelmed, but I'm back on track as of today, all good at home now. I have the entire week to devote to your property with my goal being to get as much done as I can by Saturday; caught up with current work orders. Here are some updates and new estimates.

The upstairs bath floor was wet only on the top underpayment layer (removed) and the structural subfloor is OK- good news. I'll be installing new plywood underlayment today and new vinyl will be installed before the week is over. We will be very close to estimated cost.

His belief about the scope of work changed dramatically but the cost to repair was going to be the same?

Invoice for Work from General Contractor to Seller

JOHN CHAFFERS, GENERAL CONTRACTOR #004709
SINCE 1980
445 SHARFON DRIVE
OAKLEY, CA 94661
PH/FAX 925-933-7117
801-241-8036
INVOICE

11.18.20

13 Brandon Rd.
Castroville, CA

Extra work requested during project:

Remove damaged flooring in upstairs hall bath, provide and install new

Removal labor 3 hrs. @ \$40.00

120.00

Install new plywood 2 @ \$70.00

140.00

Plywood and screws

175.00

new vinyl installed

350.00

Photo of Completed Work



The Seller admits to a Bathtub that overflowed regularly

Plumbing bust and repair - There was a plumbing bust In ceiling area above first floor bathroom and laundry? Can we get a bit of info on that (no receipt or documentation)

There wasn't a busted plumbing there it was an overflowing bathtub. I have a daughter who believed she was a fish. We did have the drain fixed a number of times, and my understanding is that there was a leak in the plumbing drain of one of the sinks, in the upstairs bathroom recently

The Seller's agent had verbally revealed the fact there was some kind of major water event in the walls or ceiling in the first floor bath and utility area when discussing a different topic.

When we asked about that, the Seller provided a response that was fully off target. In fact, as we discovered after we removed the drywall on the first floor, there was one or several water leaks that contributed to that first floor matter that were well away from being bellow this tub.

Instead of providing a straight forward answer to the question asked, the Seller diverted attention a different direction.

The seller told us about a problem with a daughter who overflowed the bath tub regularly.

That most likely explains the wet floor referenced by the contractor as well as some of the water damage and dry rot found in the 2nd floor bathroom floor that was a problem.

NOTE: The contractor was in there 2-3 months after the family had departed, and according to his scope update, that floor was still wet...

The subfloor by the tub was structurally unsound

When we focused on areas around the tube, we found significant soft spots in the floor. .

We pulled up the vinyl and found new, 1/4 luan that he referenced as “plywood”. It had been overlaid over the original sub floor. The subfloor all around the tub needed to be removed due to damage. This subfloor damage would have been visible to the contractor before he installed the 1/4” overlay.

July 6, 2021 - this shows the part that had to be cut out...



Here's the board that was cut out next to the repair. The contractor would have been looking directly at the compromised board in that condition when he overlaid it.

It was a 3/4 ply subfloor and in some areas 50% of the material was gone. This should not have been overlaid. It should have been cut out and repaired.

This photo was taken from below. The hole in the left bay is tub drain. The duct between the two red circles is the same bay that was removed in the photos above. That piece of 2x4 with mold on it should have been new in the October or November time frame and it accumulated that much mold between then and march. Presumably from other leaks in teh bathroom plumbing that were not remedied when the contracting work started.



TDS page 2 - Seller Negligence / Fraud / Conspiracy

B) Seller omits to reference damaged subfloor that had been covered up with luan.. In fairness, if we are to believe the written documentation provided, he was misled, although sharing the fact the daughter regularly allowed the tub to overflow is a material fact that was omitted.

Property Address: 12 Bayview Rd, Castroville, CA 95012-9725 Date: March 16, 2021

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☒ Yes ☐ No. If yes, check appropriate space(s) below.

☐ Interior Walls ☐ Ceilings ☒ Floors ☐ Exterior Walls ☒ Insulation ☐ Roof(s) ☒ Windows ☐ Doors ☐ Foundation ☐ Slab(s)
☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☒ Electrical Systems ☐ Plumbing/Sewers/Septics ☒ Other Structural Components

(Describe: upstairs windows might leak a little during heavy rain. Insulation under structure detached)

If any of the above is checked, explain. (Attach additional sheets if necessary.): minor water damage in dining room floor
solar panels in need of regular maintenance. Power Max is 536kw/Month in last 6 months.
Cracking in cement in Pool house and around pool. Sheds and Water House in need of work.

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with section 1101.4 of the Civil Code.

C. Are you (Seller) aware of any the following:

- Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ☒ Yes ☐ No
- Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ☒ Yes ☐ No
- Any encroachments, easements or similar matters that may affect your interest in the subject property ☒ Yes ☐ No
- Room additions, structural modifications, or other alterations or repairs made without necessary permits. ☐ Yes ☒ No
- Room additions, structural modifications, or other alterations or repairs not in compliance with building codes .. ☐ Yes ☒ No
- Fill (compacted or otherwise) on the property or any portion thereof ☐ Yes ☒ No
- Any settling from any cause, or slippage, sliding, or other soil problems ☐ Yes ☒ No
- Flooding, drainage or grading problems ☐ Yes ☒ No
- Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ☐ Yes ☒ No
- Any zoning violations, nonconforming uses, violations of "setback" requirements ☐ Yes ☒ No
- Neighborhood noise problems or other nuisances ☒ Yes ☐ No
- CC&R's or other deed restrictions or obligations ☐ Yes ☒ No
- Homeowners' Association which has any authority over the subject property ☐ Yes ☒ No
- Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No
- Any notices of abatement or citations against the property ☐ Yes ☒ No
- Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to Section 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): hexavalent Chromium 18 ppb in water
Remove with water filter if desired, naturally occurring state of California water board undecided
acceptable limits. Current statute is 50ppb. well is on property but shared with 8 families, who
pay for use and pay for maintenance/county of Monterey health department use fees. Run as business.
Farm Animal noise, some gunfire sounds from neighbors. well is on a separate electrical circuit.

D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.

2. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Buyer's Initials BC HB Seller's Initials MT

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REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 2 OF 3)

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TDS page 3 - Seller's Agent Negligence / Fraud / Conspiracy

Sellers Agent failed to disclose additional relevant information related to property damage

Seller's agent was or should have been aware the work done to remedy an issue he video taped was NOT done as it should have been.

Property Address: Castroville, CA 95012-9725 Date: March 16, 2021

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller: [Signature] Date: 3/18/2021

Seller: _____ Date: _____

III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

☒ See attached Agent Visual Inspection Disclosure (AVID Form)

☐ Agent notes no items for disclosure.

☐ Agent notes the following items: _____

Agent (Broker Representing Seller) KW Coastal Estates By: [Signature] Date: 3/18/2021

(Please Print) (Associate Licensee or Broker Signature)

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

☒ See attached Agent Visual Inspection Disclosure (AVID Form)

☐ Agent notes no items for disclosure.

☐ Agent notes the following items: _____

Agent (Broker Obtaining the Offer) [Signature] By: [Signature] Date: 4/1/2021

(Please Print) (Associate Licensee or Broker Signature)

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller: _____ Date: _____ Buyer: _____ Date: _____

Seller: [Signature] Date: _____ Buyer: _____ Date: _____

Agent (Broker Representing Seller) KW Coastal Estates By: [Signature] Date: _____

(Please Print) (Associate Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) _____ By: _____ Date: _____

(Please Print) (Associate Licensee or Broker Signature)

SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 3 OF 3)

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