

## **Discussion Item**

Reimbursement Request - 3717 Gunston Road

July 21, 2020

To the Parkfairfax Board of Directors,

My name is Christina Sobral and I am the owner of the unit located at 3717 Gunston Rd., Alexandria, VA 22302. I am in good standing with the Parkfairfax Homeowners Association, as I have paid all my HOA dues. I am petitioning the Board to seek reimbursement for the cost of replacing my microwave and its installation, in the amount of \$331.08.

On Tuesday, June 30, 2020, Parkfairfax was responding to an issue with my neighbors' plumbing. Specifically, debris was coming out from behind the washing machine and through the sink drain onto my neighbor's kitchen floor (3715) from my other neighbor's home (3713). In an attempt to alleviate the issue, Parkfairfax workers power jetted the pipes shared by units 3713 and 3715. When Parkfairfax power jetted the pipes sewage and/or sulphur-smelling debris was splatter all over my next door neighbor's kitchen from behind his washing machine (3719).

At this point, I did not have any plumbing issues with my home other than some debris coming out of my sink drain and a gurgling sound whenever we flushed the toilet.

In response to the sewage in my neighbor's kitchen (3719), Parkfairfax workers went into the crawl space under our building (#544) and power jetted the pipes shared between units 3717 and 3719 (*see attached photo marked "exhibit A"*). Parkfairfax did not inform me that they were going to power jet the pipes. When I realized that Parkfairfax was working on my plumbing, I went outside and asked if I could use the bathroom or any water. I was told not to use the water until the work was done. I did not use any water until I was instructed it was ok to use the water.

When I was told it was safe to use the water, I used the toilet and then took a shower around 3 PM. At this time, there was no flooding. Then I started a load of laundry, meanwhile my neighbor (3719) took a shower. At this point, I started experiencing a large amount of flooding in the kitchen coming from the ceiling and shared wall behind the cabinets and above our microwave. Water cascaded all over the counters and floor. Additionally, water flooded through the top of my microwave, which eventually led to sparks coming from the microwave. To prevent fire or other damage due to the microwave sparking, I flipped the breaker switch. Water also flooded onto the range from the microwave (*see attached pictures taken while cleaning up the water above the microwave marked "exhibit B"; in the microwave marked "exhibit C" and the top of the microwave when it was pulled out 12 days after the incident marked "exhibit D"*).

Prior to June 30, I have never had any issues with any amount of flooding. The flood was a direct result of the power jetting of my pipes.

Once it started to flood, I contacted the Parkfairfax office and informed them of the emergency. They sent Marquise over, and Wisdom followed shortly. They put a hole into the wall of my neighbor's kitchen (3719) and determined the toilet sweep had evidence of corrosion and was leaking. They were unable to put a hole into my wall because my cabinetry was in the way and

would require them taking it down to access the wall. They removed my toilet from its normal position and determined that my toilet sweep should also be replaced. They also confirmed that my washing machine was not the cause of the flooding, as the pipes for the washing machine go directly into the crawl space and do not connect to the bathroom plumbing. Accordingly, the issue was caused by my neighbor's shower.

At this point the Parkfairfax workers were too tired to replace both toilet sweeps (3717 and 3719). As a result, my neighbors (3719) and I (3717) were approved to stay in a hotel for two nights while we waited for the repairs to the plumbing to be complete, as we did not have access to functioning bathrooms.

On July 1, Parkfairfax took down my cabinetry which features under-the-cabinet lighting. When they took down my cabinetry they shorted a circuit in my kitchen. Additionally, they put a hole into the kitchen ceiling of my unit to gain access to my toilet sweep. Parkfairfax replaced the toilet sweeps with PVC pipe toilet sweeps. When they removed the old toilet sweep it was clear that the original 1941 lead pipe failed. The power jetting exposed cracks and corrosion that enabled the water to flood my home (*see attached pictures of corroded toilet sweeps from Units 3717 and 3719 marked "exhibit E" and "exhibit F"*).

Parkfairfax set up a dehumidifier to help dry the 100% soaked ceiling. On July 3, Parkfairfax worker determined my ceiling was still too wet (87.6% wet) to be repaired. As a result of the holiday weekend, any further repairs would have to wait until July 6. On July 6, it was determined that my ceiling was dry enough (below 10% wet) and could be repaired. Accordingly, on July 6, the hole in the ceiling was patched and plastered. On July 8, Parkfairfax returned to finish the ceiling repair and paint over the repaired section. On July 10, Parkfairfax hired Brian Mullins to repair the electrical light and circuit that was shorted when the cabinetry was pulled off the wall. After, the electrical repair Parkfairfax rehung my cabinets.

While, Brian Mullins was repairing the circuit and under-cabinet light I asked him whether it was safe to use the microwave as it had water flood through it. Brian Mullins said anytime water goes through an appliance, in my case the microwave, that it should be replaced because it is a safety hazard.

As a result, I informed Mark Miller via email that I was going to Home Depot to replace my unsafe microwave, so that Brian Mullins could install it as soon as possible. I also informed Mark that I expected Parkfairfax to reimburse me for the cost of the microwave because it was damaged as an immediate result of the power jet to the original 1941 pipes conducted by Parkfairfax workers.

I went to Home Depot and purchased a new microwave for \$231.08 including tax (*see attached receipt marked "exhibit G"*).

Mark Miller replied in an email that the Association was not liable for personal property per the bylaws and that I could petition the Board of Directors in writing with my request for reimbursement.

On July 11, Brian Mullins returned to finish work on the under-cabinet light and to install my new microwave. The cost for installing the new microwave was \$100 (*see attached receipt marked "exhibit H"*).

The damage to my microwave was caused as a direct result of the actions of the Unit Owner Association's workers and not by any of the reason that would indemnify the Unit Owner Association from responsibility listed in the Article III, Section 16(b) of the Bylaws of Parkfairfax Condominium. Specifically the damage to my microwave was not caused by the elements or through any fault of the owner of the condominium unit.

Further, the damage was not caused by an unforeseen leak or flow of water from the plumbing, but rather it was caused as a direct and immediate result of the actions of Parkfairfax workers. It was foreseeable that power jetting old pipes would remove any mud, debris, and/or calcium build-up in the pipes, which would in turn expose cracks in the original lead pipes.

Parkfairfax Unit Owner's Association has a duty to maintain, repair, or replace the plumbing. As a general proposition, the party that has the duty to maintain, repair or replace a part of a building is responsible for the damaged caused by the relevant part of the building. Parkfairfax Unit Owner's Association failed to properly maintain the plumbing, as evidenced by the severe corrosion and cracks in the pipes (*see attached pictures marked "E" and "F"*).

Further, the damage to my microwave was caused by the failure of a common element, the bathroom plumbing, which is responsibility of the Unit Owner's Association. The failure of the common element was exposed when Parkfairfax workers power jetted the original 1941 pipes, which exposed cracks and corrosion on the nearly 80 year old pipes.

The Association should be responsible for all damages that result from that failure, as the Unit Owner is blameless in causing any damage to her personal property. Accordingly, I ask that the Parkfairfax Board of Directors approve my reimbursement request for the cost of the new microwave and its installation in the amount of \$331.08.

Thank you for your consideration.

Christina Sobral  
Unit Owner  
3717 Gunston Rd.  
Alexandria, VA 22302  
415-370-2235

Exhibit A



Exhibit B





Exhibit C



Exhibit D





Exhibit E





Exhibit F



Exhibit G

400 S. PICKETT ST. ALEXANDRIA, VA 22304  
703-823-1900 STORE MANAGER ANDRE PARKES

4603 00062 68411 07/10/20 03:29 PM  
SALE SELF CHECKOUT

084691254980 JVM3160RFSS <A,S> 218.00  
JVM3160RFSS-OTR

SUBTOTAL 218.00  
SALES TAX 13.08  
TOTAL \$231.08

XXXXXXXXXXXX9965 VISA USD\$ 231.08

AUTH CODE 08301D/6622679 TA  
Chip Read  
AID A0000000031010 CHASE VISA



4603 62 68411 07/10/2020 0362

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
A 1 180 01/06/2021

Due to COVID-19, we have extended our  
returns policy for most items.  
Please see homedepot.com for details.

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**DID WE NAIL IT?**

Take a short survey for a chance TO WIN  
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

[www.homedepot.com/survey](http://www.homedepot.com/survey)

User ID: H89 141714 137173  
PASSWORD: 20360 137111

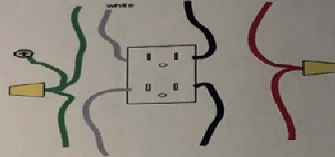
Entries must be completed within 14 days  
of purchase. Entrants must be 18 or  
older to enter. See complete rules on  
website. No purchase necessary.



Exhibit H

**BRIAN MULLINS**  
3325 Valley Drive  
Alexandria, VA 22302  
703.746.9466  
Shaker657@gmail.com

DATE: 7-11-2020  
Invoice #



TO: SOBAM  
3717 GUNSTON RD  
MORMONSVILLE UT 22302

REMOVE CUSTOMER'S MICROPHONE  
\$100

DMD ck \$1806

SIGNATURE: \_\_\_\_\_