

From: Ann Arbor Renter's Commission <RentersCommission@a2gov.org>

Sent: Thursday, June 18, 2026 9:42 AM

To: [REDACTED]

Subject: RE: Complaint — Wrongful Early Termination Fee and Sex Discrimination — Spice Tree Apartments, 4822 Washtenaw Ave, Ann Arbor MI 48108

Good morning,

Rental Housing services informed me that Spice Tree apartments are not within the City of Ann Arbor, but I'm unsure if they responded to inform you. It looks like Spice Tree Apartments are in Pittsfield Township, here's a link to their website: <https://www.pittsfield-mi.gov/158/Rental-Housing-Division>.

Take care,

Kristen

Kristen Vander Lugt, Deputy Clerk (she/her/hers)

Ann Arbor City Clerk's Office | Guy C. Larcom City Hall | 301 E. Huron, 2nd Floor · Ann Arbor · MI
Direct dial (734) 794-6140 Ext. 41404

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From: Ann Arbor Renter's Commission <RentersCommission@a2gov.org>

Sent: Wednesday, May 27, 2026 4:12 PM

To: [REDACTED]

Subject: RE: Complaint — Wrongful Early Termination Fee and Sex Discrimination — Spice Tree Apartments, 4822 Washtenaw Ave, Ann Arbor MI 48108

Good afternoon,

Thank you for your email, it has been forwarded to the City of Ann Arbor's Rental Housing Services department. They will be able to determine if any code violations have taken place and what any next steps may be.

Your email will also be shared with the Renters Commission at their next regular meeting.

Lastly, if you are a University of Michigan student, you have access to the University of Michigan Student Legal Services, they may also be able to assist.

Thank you,

Kristen

Kristen Vander Lugt, Deputy Clerk (she/her/hers)

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From: [REDACTED]
Sent: Tuesday, May 26, 2026 3:10 PM
To: Ann Arbor Renter's Commission <RentersCommission@a2gov.org>
Subject: Complaint — Wrongful Early Termination Fee and Sex Discrimination — Spice Tree Apartments, 4822 Washtenaw Ave, Ann Arbor MI 48108

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This message was sent from outside of the City of Ann Arbor. Please do not click links, open attachments, or follow directions unless you recognize the source of this email and know the content is safe.

Dear Ann Arbor Renters Commission,

I am writing to file a complaint against Spice Tree Apartments, managed by Beacon Management, regarding two separate issues: a wrongful early termination fee and sex discrimination by the property manager.

Background

My husband and I have been residents at Spice Tree Apartments since 2019. Our current lease runs through July 5th, 2026. We both signed a notice to vacate with July 5th, 2026 as our vacate date.

On May 19th, 2026, I emailed the property manager to ask if there was any flexibility regarding our final month of rent given that we were planning to move out before July 5th. In that email I explicitly stated that if no options were available, we would continue to pay rent as outlined in our lease.

The property manager, Casey Atzinger, responded on May 19th, 2026 acknowledging our long term tenancy and stating that they were unable to alter the guidelines related to early termination, and asked us to connect on next steps if we needed to terminate ahead of schedule.

I followed up on May 19th clarifying that we had already signed the non-renewal documentation, and that we were simply asking about a partial rent adjustment as a goodwill consideration, noting that having the unit available sooner could benefit the property as well. I again explicitly stated that if no options were available, we understood and would continue to pay rent as outlined in our lease.

Casey responded that they had sufficient inventory to meet current market demand, effectively declining our request.

Later that same day I asked whether we could leave our keys in the unit on move-out day or if there was another option for after-hours key return. Assistant Property Manager James Hinson responded confirming that we could leave the keys inside the unit on the day of move-out, provided we send an email with a photo of the keys and their location. He stated that without this written communication the move-out could not be processed.

On May 23rd, 2026 at 3:15 PM I sent the following email to the property management office:

"Hi James, We are moved out. Keys are in the middle drawer in the kitchen - photo attached. Can you please confirm that you've received them? Thank you, [REDACTED]"

This was sent in exact accordance with James Hinson's instructions.

Wrongful Early Termination Fee

On May 26th, 2026 I received a phone call from James Hinson informing me that we would be charged an early termination fee.

I want to note that this fee is not applicable for two reasons. First, my husband and I did not terminate our lease early. Our contractual lease end date is July 5th, 2026, which remains unchanged. We vacated the physical unit before that date while continuing to honor all financial obligations through July 5th, including rent and utilities. To demonstrate our good faith and our intention to fulfill our lease obligations through July 5th, 2026, we are continuing to pay for DTE energy services through that date, with our power shut off date set for July 5th, 2026, despite no longer physically occupying the unit.

I am being told that returning my keys is equivalent to terminating my lease early. However I am unclear how this applies given that I have continued all financial obligations through July 5th, 2026. The keys were merely left inside the apartment unit for the property management team to retrieve when the lease contractually ended on July 5th, 2026, as I would no longer be in Ann Arbor prior to that date. Leaving the keys was a courtesy to the property management team so they would not need to wait until July 5th to retrieve them. We have stated repeatedly that we did not terminate our lease early, and yet we continue to be told we are subject to an early termination fee. Returning keys early while maintaining all financial obligations is not the same as terminating a lease early, and I am deeply concerned that Spice Tree Apartments and Beacon Management are taking advantage of residents by applying fees that are not warranted under the terms of the lease agreement.

Second, even if early termination were argued, the Additional Special Provisions of our lease state that the buy-out fee applies only to residents who terminate their lease more than 60 days prior to the lease expiration date. Our move-out on May 23rd, 2026 occurred 43 days before our lease expiration date of July 5th, 2026, which falls within the 60 day

window and therefore would not trigger the fee under the explicit terms of our own lease agreement.

At this point, property manager Casey Atzinger told us to "put a pin in it" and that James Hinson would call my husband tomorrow to discuss the matter further — once again deliberately routing communication through my husband rather than me, the primary account holder.

Additionally, during today's phone call James Hinson threatened to send our account to collections. This is particularly alarming given that we have never relinquished any financial responsibility. We are current on rent, we are continuing to pay DTE through July 5th, 2026, and we have explicitly stated throughout this entire process that we would honor all financial obligations through our contractual lease end date. Threatening collections against a tenant who has not defaulted on any financial obligation, in the context of a disputed fee that we believe is not applicable under the terms of our own lease, feels retaliatory and predatory.

Sex Discrimination

During this phone call, James Hinson stated that he would prefer to speak with my husband because he was more "level headed." When I asked him directly if he wanted to speak to my husband because he was a man, he initially responded "yes" before catching himself and saying "no, no, no."

I am the primary account holder on this lease. Mr. Hinson confirmed that he called my husband's phone number first, and that he was only speaking with me because my husband did not answer the phone. Despite me being the primary account holder with primary legal responsibility for this lease, Mr. Hinson deliberately bypassed me in favor of my husband, and only engaged with me as a secondary option when my husband was unavailable.

I will acknowledge that I was very angry during this phone call, which I believe is understandable given the circumstances. However, regardless of my tone, Mr. Hinson then hung up on me. My husband subsequently called Mr. Hinson back, at which point Mr. Hinson proceeded to tell my husband that I had asked him whether he didn't want to speak with me because I wasn't a man. Mr. Hinson made several disparaging comments about me to my husband, including describing my behavior during our call as "disgusting." Mr. Hinson also claimed to my husband that I have always yelled at him during our past interactions. I want to clarify that this is not accurate — while I have been firm in my communications with Mr. Hinson when advocating for my rights as a tenant, I have not yelled at him in prior conversations. As I was not present for this conversation between Mr. Hinson and my husband, I am only aware of what my husband relayed to me afterward.

We requested to speak with the property manager, Casey Atzinger, and were eventually connected with her. However, after speaking with her she indicated that she wants James Hinson to handle this matter. This means that as the primary account holder I am effectively being forced to have my husband communicate on my behalf because Mr. Hinson refuses to speak with me directly. This is deeply concerning as it means a male property manager is refusing to engage with the female primary account holder and will only communicate with her husband.

Pattern of Poor Management

I also want to bring to the commission's attention that despite being residents since 2019, we have consistently experienced difficulties with Spice Tree Apartments and Beacon Management. It is extremely difficult to reach anyone at Beacon Management. When issues arise it is virtually impossible to escalate concerns beyond the immediate property management team, as they will not connect residents with anyone else in the organization. This pattern of inaccessibility and lack of accountability has been a consistent issue throughout our tenancy, and the current situation — in which we are being wrongfully charged a fee, subjected to discriminatory treatment, and unable to escalate our concerns — is unfortunately consistent with our overall experience as residents.

Request

I am reaching out to the Ann Arbor Renters Commission to better understand my rights in this situation and to seek guidance on how to proceed. I would appreciate any insight the commission can offer regarding the early termination fee dispute and the treatment I have experienced as the primary account holder. I am happy to provide all email documentation upon request and can be reached at the contact information below.

I have documentation of all email correspondence referenced in this complaint and am happy to provide it upon request. I can be reached at the contact information below.

Sincerely,

