IN THE DISTRICT COURT OF THE STATE OF WASHINGTON
IN AND FOR YAKIMA COUNTY

VICKI DAVIS, Plaintiff, v. AUDRE BELT and KOREE BOTTINEAU, Defendants.	No. Y22-00622 TRIAL MEMORANDUM
AUDRE BELT and KOREE BOTTINEAU, Plaintiffs, v. VICKI DAVIS, Defendant.	No. Y22-01016

COMES NOW AUDRE BELT and KOREE BOTTINEAU, by and through their attorney, JENNIFER L. WHITE of APPLE TREE LAW, PLLC, and submits this legal memorandum for the trial scheduled on July 27, 2022, with Court Commissioner Kevin G. Eilmes.

APPLE TREE LAW, PLLC
Jennifer L. White, Esq.
PO Box 11037
Yakima, WA 98909
(509) 225-9813 • jen@appletreelaw.com

I. CASE OVERVIEW

This matter involves a soured landlord tenant relationship wherein an abusive landlord has aggressively pursued enforcement of the illegal provisions of her one-sided lease. She then fabricated claims of damage against the tenants and sued them in small claims court following their vacation of the premises. The tenants have been forced to hire counsel to defend themselves against this landlord's outrageous and illegal conduct. They countersued the landlord, seeking damages for her numerous violations of Washington's residential landlord tenant statutes.

II. FACTS

Ms. Davis owns the property located at 801 Box Canyon Rd. in Selah, Washington. In June of 2021, she offered it for rent on the public market, listing it on the real estate platform Zillow. The advertisement represented the property as a quiet, private, secure, and rural residence. The rental came with a detached garage. After viewing the property, Ms. Davis, however, indicated she was keeping back a "small room" in the garage and a container for storage purposes. She represented to the couple that she only accessed them infrequently. This property appealed to Ms. Belt and Mr. Bottineau, as Ms. Belt was seven months pregnant with the couple's first child, due to deliver in late July of 2021. They thought this would be a nice quiet place to settle into and welcome their new baby. They signed the lease ("Lease") prepared exclusively by Ms. Davis. They had no input on the terms contained therein and were not represented by counsel. They signed the lease June 12, 2021, deposited two thousand three hundred dollars ($2,300.00) with Ms. Davis, and moved in on or about July 1, 2021. No rental "check list" pursuant to RCW 59.18.260 was conducted at the time of the commencement of the Lease.

APPLE TREE LAW, PLLC
Jennifer L. White, Esq.
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Yakima, WA 98909
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As soon as they moved in, it quickly became apparent that Ms. Davis had no intention of allowing them quiet enjoyment of the premises. She was there on-site constantly and just randomly showed up intruding on their privacy. She set up all kinds of work to be performed with contractors coming and going or being scheduled and then cancelling or no shows. She appeared randomly and frequently to access her storage. The "accessing storage" ruse was a convenient excuse by her to enable her unreasonable micromanagement of their occupancy.

The couple's baby was born August 5, 2021. As soon as they came home from the hospital, Ms. Davis commenced running a sander device outside the living room for days. Ms. Belt tried to retreat to the furthest area in the house to calm her screaming infant, who was disrupted by the noise. The baby's room had contractors in and out and was unusable for at least three weeks after her birth. Later in the fall, early one Saturday morning, Mr. Bottineau woke up and walked into the kitchen, undressed, to find Ms. Davis peering through the windows. These folks were young, sleep deprived parents, and welcomed any uninterrupted respite time they could manage. Ms. Davis wreaked havoc on their ability to peacefully enjoy the premises for which they were paying.

Ms. Davis complained about everything they did or didn't do and micromanaged their every move. On one occasion, she demanded Ms. Belt only (she specifically excluded Mr. Bottineau), baby in arms, to follow her around the yard for an extended period while she berated their groundskeeping. Ms. Davis became a defacto unwanted roommate. These constant combative intrusions were a significant invasion of their right to quiet enjoyment.

Her acidic and abrasive demeanor wore on Ms. Belt and Mr. Bottineau. Toward the end of their tenancy, she even prohibited them from accessing the property's deck and demanded that they remove every piece of their personal property from it. At that point they

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Yakima, WA 98909
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had finally had enough of her antics. On October 26, 2021, they gave her written notice of their intent to vacate. Ms. Davis did not take this news well. She continued her abusive behavior and threatened them with legal action stating (legally incorrect) that their vacating was breaching the lease. She then doubled down on her harassment, scheduling a "random inspection" for November 13, 2021. There was no purpose for this intrusion other than to harass and annoy the tenants. They asked her to delay entry as they were in the process of packing and moving their belongings. She would not delay, and made it clear this 'inspection' was not an exit walkthrough. She showed up on the 13th and stayed for approximately two hours. She wandered around in the yard for about 45 minutes and then came into the house for another hour plus. The highly contagious and airborne Omicron variant of COVID-19 was raging in the community at this time, and Ms. Davis was there unmasked and untested, around their tiny infant who was too young for vaccination. At one point she disappeared into their bedroom and they could hear her running the shower water and repeatedly flushing the toilet, as if she was using the facilities. They have pictures of her staring bizarrely at the walls and turning on/off all of the faucets and switches. Her behavior was very strange to say the least. As she was leaving, she proceeded to start an argument with Mr. Bottineau's step-mother who was there visiting. Ms. Davis finally departed but before walking out, warned that she was going to be back later that day to "continue her inspection." At that point, Ms. Belt advised her via text that they would call 911 if she came back.

Ms. Belt and Mr. Bottineau proceeded forward with their move out. They thoroughly cleaned and took photos and video to document the condition of the premises as having no damage. They had intended to paint over the small picture hanging nail holes in the walls, but

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Ms. Davis nastily instructed them not to and threatened them further, so they left the unpainted nail patches as to not inflame her hostility any further. When they returned to the premises over Thanksgiving weekend 2021, before the end of their rental term, they found that Ms. Davis had re-taken possession and had moved in her own personal property. On Tuesday, November 30, 2021, they delivered the keys, fobs and remotes to Ms. Davis's then attorney, Stephan Yhann's office.

Ms. Belt and Mr. Bottineau had the undersigned send a letter to Mr. Yhann on November 30, 2021, advising Ms. Davis that she needed to return their deposit within twenty-one (21) days or she was risking legal action to enforce their rights against her breaches of Washington's residential landlord tenant laws. Mr. Yhann wrote back threatening late fees for non-payment of December rent, a position which was prohibited by pandemic restriction laws. Ms. Davis did not heed that advice, failed to return their deposit, and instead sued them in small claims court - pro se. She sought December rent, late fees, and money for all sorts of wild damage allegations against the couple. The court clerk advised Ms. Belt and Mr. Bottineau that they could not file a counterclaim and instead indicated that they had to start a brand-new action, which prompted their countersuit under a new cause number (Y22-01016). Trial on Ms. Davis's matter (Y22-00622) commenced April 4, 2022, before Judge Pro Tem Ralph Thompson. At that hearing, Ms. Davis made her presentation of evidence and rested. Ms. Belt and Mr. Bottineau advised the court of their countersuit. Judge Thompson then temporarily adjourned the proceeding and made an oral ruling allowing both sides to bring legal counsel to a future continued trial date. Trial was then special set with him for May 27, 2022. The day before, the parties were notified that Judge Thompson was

APPLE TREE LAW, PLLC
Jennifer L. White, Esq.
PO Box 11037
Yakima, WA 98909
(509) 225-9813 • jen@appletreelaw.com

unavailable, and trial would need to be continued again. Thereafter, it was put back on the docket for July 27, 2022, this time with Court Commissioner Kevin G. Eilmes.

III. ISSUES AND ARGUMENT

The Lease Ms. Davis prepared is non-compliant with significant provisions of Washington's residential landlord/tenant laws found in RCW Chapter 59.18. In this case, she has consistently sought to enforce those non-compliant provisions in violation of the law. This has forced Ms. Belt and Mr. Bottineau to engage legal counsel to defend themselves against her wrongful actions. The court should reject Ms. Davis's claims and instead award Ms. Belt and Mr. Bottineau judgment against her for the maximum amount allowed for this type of action, $10,000, even though that will not cover their entire damages.

DAVIS IS NOT ENTITLED TO DECEMBER 2021 RENT

The Lease Ms. Davis prepared is for an indefinite period of time and automatically renews each year. The term states:

> **LEASE TERM**: The rental lease term for **801 Box Canyon Road, Selah, WA 98942**, will begin on 07/01/2021 and will **AUTOMATICALLY RENEWS EACH YEAR** unless terminated in advance of renewal date.

Pursuant to RCW 59.18.200 (1)(a), leases for an indefinite period default to a month-to-month tenancy and may be terminated by the tenant upon a 20-day notice.

RCW 59.18.200

> (1)(a) **When premises are rented for an indefinite tim**e, with monthly or other periodic rent reserved, **such tenancy shall be construed to be a tenancy from month to month**, or from period to period on which rent is payable, **and shall end by written notice of 20 days or more**, preceding the end of any of the months or periods of tenancy, given by the tenant to the landlord (emphasis added).

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Further, year-to-year self-renewing leases are prohibited by Washington law, RCW 59.18.210, except those meeting specific requirements. This lease undisputedly does not meet those specific criteria, i.e. notarization of signatures.

Additionally, Ms. Davis's Lease provision, Paragraph 5, requiring a 60-day termination is non-complaint with law as this Lease is legally defaulted to a month-to-month tenancy only requiring 20 days:

> **5. TERMINATION:** If lessee/tenant fail to pay rent or other charges promptly when due, or to comply with other terms or condition hereof, landlord, at landlord's option and after proper written notice may terminate this tenancy. Under general terms of this Agreement and tenancy hereby granted may be terminated at any time by either party hereto by giving to the other party **not less than 2 full months (60-calendar days) prior notice in writing**.

When a lease has provisions non-compliant with Washington residential landlord tenant law, RCW 59.18, those terms are deemed against public policy and are unenforceable. See RCW 59.18.230 (1)(a):

> Any provision of a lease or other agreement, whether oral or written, whereby any section or subsection of this chapter is waived except as provided in RCW 59.18.360 and shall be deemed against public policy and shall be unenforceable. Such unenforceability shall not affect other provisions of the agreement which can be given effect without them.

In this instance, with the indefinite lease term, only a 20-day notice by the tenants was required and Ms. Davis's attempt to require a 60-day notice is unenforceable. On or about October 26, 2021, Ms. Belt and Mr. Bottineau gave written notice to Ms. Davis of their intent to vacate. That notice carried their payment requirement to November 30, 2021, and it is undisputed that they had paid the November 2021 rent for the entire month. It is also undisputed that they vacated prior to November 30, 2021, and Ms. Davis re-took possession prior to November 30, 2021. She is therefore not entitled to charge the tenants rent for the month of December 2021.

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MS. DAVIS'S LEASE VIOLATED PANDEMIC RESTRICTIONS.

The tenants' legal position is that they do not owe December 2021 rent, however, if the court finds that they do, Ms. Davis's unauthorized allocation of their deposits and attempts to charge them late fees subjects her to mandatory court sanctions.

It is undisputed that Ms. Davis holds $2,300.00 of tenants' funds on deposit. She does not get to allocate those funds any way she wishes, which is what she has done. Her non-compliant lease provision states:

Lessee/tenant(s) shall not have the right to apply the security deposit in payment of rent.

Despite what her illegal provision reads, under the law, she ***must*** apply ***all*** funds on deposit first to the rent. See RCW 59.18.283(1):

> A landlord must first apply any payment made by a tenant toward rent before applying any payment toward late payments, damages, legal costs, or other fees, including attorneys' fees.

Further, at the time of the commencement of this Lease, pandemic restrictions were in effect, and had been for over a year. The Lease she presented to the tenants was in blatant violation of those restrictions. The tenancy here ran from July 1, 2021 until November 30, 2021, and puts it squarely during the period of time the Washington legislature had implemented special restrictions due to the COVID-19 pandemic. See RCW 59.18.630(1).

> The eviction moratorium instituted by the governor of the state of Washington's proclamation 20-19.6 shall end on June 30, 2021.

See also: RCW 59.18.625

> (1) A landlord may not charge or impose any late fees or other charges against any tenant for the nonpayment of rent that became due between March 1, 2020, and six months following the expiration of the eviction moratorium.

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(4) A landlord or prospective landlord in violation of this section is liable in a civil action for up to two and one-half times the monthly rent of the real property at issue, as well as court costs and reasonable attorneys' fees. A court must impose this penalty in an amount necessary to deter future violations, payable to the tenant bringing the action.

Since this dispute began, Ms. Davis and her legal counsel have not properly allocated the tenants' funds she holds on deposit (in light of the position she herself has taken) and have consistently threatened and sought to assess late fees to the tenants in violation of the law. This puts her in the position of owing mandatory sanctions to be levied by the court. We believe she will now come to court trying to dismiss or downplay this position, but that is too little, too late. She prepared a contract blatantly in violation of the law and she and her legal counsel have been aggressively threatening, suing and arguing in court for these late fees for months now, forcing Ms. Belt and Mr. Bottineau to engage counsel to defend themselves. It rings hollow and disingenuous to now try to backtrack in an attempt to escape the resulting penalties. The court should assess her sanctions in the amount of 2.5x monthly rent = $4,250.00 as allowed under the law.

LANDLORD MAY NOT CHARGE TENANTS FOR NORMAL WEAR AND TEAR.

Pursuant to RCW 59.18.260 and RCW 59.18.280(1)(a), a landlord may not keep a tenant's' deposit on account of normal wear and tear resulting from ordinary use of the premises.

RCW 59.18.260

If any moneys are paid to the landlord by the tenant as a deposit or as security for performance of the tenant's obligations in a lease or rental agreement, the lease or rental agreement shall be in writing and shall include the terms and conditions under which the deposit or portion thereof may be withheld by the landlord upon termination of the lease or rental agreement. If all or part of the deposit may be withheld to indemnify the landlord for damages to the premises for which the tenant is responsible, the rental agreement shall be in writing and shall so specify. No deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including,

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but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the commencement of the tenancy. The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement. **No such deposit shall be withheld on account of normal wear and tear resulting from ordinary use of the premises.** The tenant has the right to request one free replacement copy of the written checklist. If the landlord collects a deposit without providing a written checklist at the commencement of the tenancy, the landlord is liable to the tenant for the amount of the deposit, and the prevailing party may recover court costs and reasonable attorneys' fees. This section does not limit the tenant's right to recover moneys paid as damages or security under RCW 59.18.280 (emphasis added).

RCW 59.18.280

(1) Within twenty-one days after the termination of the rental agreement and vacation of the premises or, if the tenant abandons the premises as defined in RCW 59.18.310, within twenty-one days after the landlord learns of the abandonment, the landlord shall give a full and specific statement of the basis for retaining any of the deposit together with the payment of any refund due the tenant under the terms and conditions of the rental agreement.

(a) No portion of any deposit shall be withheld on account of wear resulting from ordinary use of the premises (emphasis added).

Ms. Davis is holding on deposit $2,300.00 of Ms. Belt and Mr. Bottineau's funds. She has claimed several thousand dollars in alleged damages, justifying her retention of their funds and seeking judgment for more. Tenants have pictures and video of the condition of the premises when they vacated and the court will be able to see for itself that there was no damage justifying her allegations. They also have a third party witness who will testify regarding the condition of the premises, substantiating their defense of no-damage.

Ms. Davis's two largest claims are for sheetrock damage and carpet cleaning. The tenants' witnesses and pictures show that there was no sheetrock damage and only small picture hanging holes, which they filled. Their witness will testify that the premises had patchy sheetrock that had been painted over BEFORE they moved in. The tenants would have painted over the tiny picture nail holes they made, however, Ms. Davis demanded that they not paint. We dispute that the holes were damage in the first place, but to the extent that

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(509) 225-9813 • jen@appletreelaw.com

she prohibited the tenants from painting, she failed to mitigate her own claimed damage. *Labriola v. Pollard Group,* 152 Wash.2d 828, 100 P.3d 791, 797 (2004). It was unreasonable for her to deny the tenants the ability to patch the nail holes and then seek to charge them an exorbitant fee to do so. She is attempting to pass off the costs of her remodeling projects onto the backs of the tenants by disingenuously claiming they caused damage.

She is like the person who gets a scratch on their car bumper and wants a whole new one and the entire car painted. Painting over picture hanging holes is an easy fix and it is our position that they are reasonable wear and tear for the landlord to expect in renting out the house. She had rules and procedures for every minute detail, so if she did not expect picture hanging holes, then she should have stated this explicitly in her Lease.

As far as the "black light" carpet cleaning bill – there was no black light analysis at the start of the tenancy, and this was not new carpet. Any stains showing up under that high level of scrutiny could have easily occurred before these tenants took occupancy. In fact, the tenants immediately preceding Ms. Belt and Mr. Bottineau had large dogs living in the premises. The burden of proof falls to the landlord to prove the stains did not exist at the start of the tenancy. This analysis is missing from her move-in checklist. She therefore fails to meet her burden of proof to succeed on this claim.

<u>MS. DAVIS ACTED UNLAWFULLY IN HANDLING TENANTS' DEPOSIT AND HAS FAILED TO RETURN TENANTS' DEPOSIT.</u>

RCW 59.18.260

> If any moneys are paid to the landlord by the tenant as a deposit or as security for performance of the tenant's obligations in a lease or rental agreement, the lease or rental agreement shall be in writing and shall include the terms and conditions under which the deposit or portion thereof may be withheld by the landlord upon termination of the lease or rental agreement. If all or part of the deposit may be withheld to indemnify the landlord for damages to the premises for which the tenant is responsible, the rental agreement shall be in

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(509) 225-9813 • jen@appletreelaw.com

writing and shall so specify. No deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the commencement of the tenancy. The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement. No such deposit shall be withheld on account of normal wear and tear resulting from ordinary use of the premises. The tenant has the right to request one free replacement copy of the written checklist. **If the landlord collects a deposit without providing a written checklist at the commencement of the tenancy, the landlord is liable to the tenant for the amount of the deposit,** and the prevailing party may recover court costs and reasonable attorneys' fees. This section does not limit the tenant's right to recover moneys paid as damages or security under RCW 59.18.280 (emphasis added).

In this case, Ms. Davis took the tenants' funds at the time the Lease was executed (on or about June 12, 2021). There was no checklist until some two and a half months later, well beyond the commencement of the Lease. This delay makes her liable for returning the entire deposit.

Further, as we previously cited above in RCW 59.18.280, Ms. Davis had twenty-one days following the tenants' vacation of the premises to send them their deposit, $2,000.00 ($300 was a non-refundable pet charge). She was warned on November 30, 2021, that the tenants would proceed against her if she did not return their funds. She did not return their deposit and instead sued them in small claims court. The court should award the tenants their deposit, the statutorily allowed multiplier (2x deposit), as well as their attorney's fees and costs.

LANDLORD VIOLATED TENANTS' RIGHTS TO QUIET ENJOYMENT AND ABUSED RIGHTS OF ENTRY.

APPLE TREE LAW, PLLC
Jennifer L. White, Esq.
PO Box 11037
Yakima, WA 98909
(509) 225-9813 • jen@appletreelaw.com

The landlord wrote her Lease in non-compliance with Washington's landlord entry statute, and then abused the privilege against the tenants.

RCW 59.18.150 (1) and (5)-(7):

(1) The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

(5) The landlord may enter the dwelling unit without consent of the tenant in case of emergency or abandonment.

(6) **The landlord shall not abuse the right of access or use it to harass the tenant, and shall provide notice before entry as provided in this subsection.** Except in the case of emergency or if it is impracticable to do so, the landlord shall give the tenant at least two days' written notice of his or her intent to enter and shall enter only at reasonable times. **The notice must state the exact time and date or dates of entry or specify a period of time during that date or dates in which the entry will occur, in which case the notice must specify the earliest and latest possible times of entry.** The notice must also specify the telephone number to which the tenant may communicate any objection or request to reschedule the entry. The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit at a specified time where the landlord has given at least one day's notice of intent to enter to exhibit the dwelling unit to prospective or actual purchasers or tenants. A landlord shall not unreasonably interfere with a tenant's enjoyment of the rented dwelling unit by excessively exhibiting the dwelling unit

(7) The landlord has no other right of access except by court order, arbitrator or by consent of the tenant. (emphasis added).

The Lease in this instance broadened landlord's rights in violation of the law. Paragraph 8 reads:

8. RIGHT of ENTRY: Lessor (or their representative) reserves the right to enter the premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the premises. Lessee/tenant(s) hereby grants permission to Lessor to show the premises to prospective purchasers, mortgages, tenants, workmen, or contractors at reasonable hours of the day. **A 48-hour notice (2 calendar days) will be given for purposes of inspection**.

The Landlord did not give advance notice of entry on multiple occasions, and in most instances, showed up or had contractors show up without notice and on a frequent basis. Keep in mind that under the RCW's definition of Premises, RCW 59.18.030(22) defines it as, "a dwelling unit, appurtenances thereto, grounds, and facilities held out for the use of tenants

APPLE TREE LAW, PLLC
Jennifer L. White, Esq.
PO Box 11037
Yakima, WA 98909
(509) 225-9813 • jen@appletreelaw.com

generally and any other area or facility which is held out for use by the tenant." There were also no emergencies that occurred during this rental term that would have justified no-notice entry. Her express text messages to tenants to be viewed at trial will show her intent to do exactly as she pleased without regard for the tenants' rights to privacy and quiet enjoyment.

LANDLORD'S LEASE CONTAINING BLATANT VIOLATIONS OF THE LAW SUBJECTS LANDLORD TO SANCTIONS.

As outlined in this memorandum, and as will be testified to at trial, the subject Lease was filled with terms unlawful to many provisions of RCW 59.18. When that happens, Washington law imposes sanctions against landlords that behave in this manner. To wit:

RCW 59.18.230

(1)(a) Any provision of a lease or other agreement, whether oral or written, whereby any section or subsection of this chapter is waived except as provided in RCW 59.18.360 and shall be deemed against public policy and shall be unenforceable. Such unenforceability shall not affect other provisions of the agreement which can be given effect without them.

(b) Any agreement, whether oral or written, between a landlord and tenant, or their representatives, and entered into pursuant to an unlawful detainer action under this chapter that requires the tenant to pay any amount in violation of RCW 59.18.283 or the statutory judgment amount limits under RCW 59.18.410 (1) or (2), or waives any rights of the tenant under RCW 59.18.410 or any other rights afforded under this chapter except as provided in RCW 59.18.360 is void and unenforceable. A landlord may not threaten a tenant with eviction for failure to pay nonpossessory charges limited under RCW 59.18.283.

(2) No rental agreement may provide that the tenant:

(a) Agrees to waive or to forgo rights or remedies under this chapter; or

(b) Authorizes any person to confess judgment on a claim arising out of the rental agreement; or

(c) Agrees to pay the landlord's attorneys' fees, except as authorized in this chapter; or

(d) Agrees to the exculpation or limitation of any liability of the landlord arising under law or to indemnify the landlord for that liability or the costs connected therewith; or

(e) And landlord have agreed to a particular arbitrator at the time the rental agreement is entered into; or

(f) Agrees to pay late fees for rent that is paid within five days following its due date. If rent is more than five days past due, the landlord may charge late fees commencing from the first day after the due date until paid. Nothing in this subsection prohibits a landlord from serving a notice to pay or vacate at any time after the rent becomes due; or

(g) Agrees to make rent payments through electronic means only.

APPLE TREE LAW, PLLC
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(509) 225-9813 • jen@appletreelaw.com

(3) A provision prohibited by subsection (2) of this section included in a rental agreement is unenforceable. If a landlord knowingly uses a rental agreement containing provisions known by him or her to be prohibited, **the tenant may recover actual damages sustained by him or her, statutory damages not to exceed two times the monthly rent charged for the unit, costs of suit, and reasonable attorneys' fees…..**

(emphasis added).

Ms. Davis wrote a Lease with blatant violations of RCW 59.18, and then aggressively sought to enforce them against the tenants in violation of their statutory rights. She made their lives miserable the entire time they lived there. They were then forced to expend resources to move and to hire legal counsel to defend themselves. She is liable for no less than $500 in moving expenses, statutory damages of 2x rental (2x $1,700), attorney's fees and court costs.

IV. RELIEF REQUESTED

Ms. Belt and Mr. Bottineau respectfully request the court to dismiss Ms. Davis's claim, and award them judgment against Ms. Davis at the statutory maximum allowed in small claims court, comprised of the following:

1. Return of their wrongfully withheld rental deposit (double the deposit = $4,000);

2. Sanctions for violating RCW 59.18.230(2) provisions ($1,700 x 2 = $3,400; $500 moving expenses)

3. Pandemic restriction violations ($1,700 x 2.5 = $4,250); and

4. Attorney's fees and costs, awarded to tenants for landlord's violation of RCW's 59.18.230, 59.18.260, 59.18.280 and 59.18.625 in an amount that when added to prior awards 1, 2 and 3 equals the small claims statutory maximum.

APPLE TREE LAW, PLLC
Jennifer L. White, Esq.
PO Box 11037
Yakima, WA 98909
(509) 225-9813 • jen@appletreelaw.com

DATED: July 26, 2022

APPLE TREE LAW, PLLC

Jennifer L. White, WSBA No. 19111
Attorney for Audre Belt and Koree Bottineau

APPLE TREE LAW, PLLC
Jennifer L. White, Esq.
PO Box 11037
Yakima, WA 98909
(509) 225-9813 • jen@appletreelaw.com