

Quinn & Quinn, P.S.
PROFESSIONAL SERVICE CORPORATION
ATTORNEY AT LAW
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Lakewood, WA 98498
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August 7, 2020

By Certified Mail

Bryan Stone and Jillian Martin
111 East Apple Lane
Port Angeles, WA 98362

Re: NOTICE OF DEFAULT: Section 20; unreasonable withholding of consent to Landlord exhibiting the premises; Landlord's right to place the East Apple Lane property up for sale; your interference with that right: tortious interference with a business expectancy; 60 days' notice of intent to sell the Property

Dear Mr. Stone and Ms. Martin:

The above law firm represents the First United Methodist Church, the owner of the 111 East Apple Lane property (hereinafter "Property") which you are renting from my client as Landlord, under the lease that you signed on January 10, 2020. Said lease shall be referred to herein as the "Lease." Our client, First United Methodist Church, shall be referred to herein as the "Landlord."

The purpose of this letter is to (1) place you on Notice of Default of the Lease, as per Section 20 of the Lease, (2) remind you that the Landlord is within its right to sell the Property without your input and certainly without your interference, and (3) place you on 60 days' written notice of the Landlord's intent to sell the Property.

Your Lease expires at 11:59 PM of January 25, 2021. But you have taken actions that may result in the early termination of the Lease if these actions are not cured in the manner set forth under "*Reasonable Cure*" below, within ten days of receipt of this Notice.

You are being placed on your second Notice of Default of Section 20¹ for one reason:

You have engaged in various instances of conduct evidencing your intent to prevent the Landlord from entering into and showing the Property and conducting repairs—see the separate Notice of Default of Section 20 of the Lease for the failure to permit the Landlord access to make *repairs* to the Property. Your persistent unwillingness to permit entry violates Section 20 of the Lease, which states that you, as tenants "shall not unreasonably withhold consent to Landlord or Landlord's

¹ The first notice of default was set forth in our firm's letter dated June 9, 2020.

agents to...exhibit the dwelling unit to prospective or actual purchasers, mortgagees, residents, workmen or subcontractors.” And See RCW 59.18.150 (6), which states that “[T]he 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.” See Also RCW 59.18.150 (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.”

Any action taken “in contravention” of the duties enumerated in the Lease constitutes a Default, as per Section 25 (b). Your persistent failure to inform the Landlord, through its designated agents, of a time sufficient to exhibit the Property, is “in contravention of” Section 20. Consequently, you are being placed on Notice of Default. Failure to cure this Default within ten days’ of notice constitutes a material Default, which may result in termination of the Lease and will subject you to an award of reasonable attorney fees and costs as per Section 36 of the Lease.

Take further note that your interference with the Landlord’s right to effectuate sale of the Property may constitute a tortious interference with a business expectancy, which may subject you to a claim for money damages in Clallam County Superior Court. See Westmark Dev. Corp. v. City of Burien, 140 Wn.App. 540 (2007).

Reasonable Cure

As the property owner, the Landlord controls the method and means by which you may cure the above Default. The Landlord shall consider the following a reasonable cure of the above Default:

1. At any time within ten days of your receipt of this Notice,² upon 24 hours’ written notice, you shall provide access to the Landlord for purposes of exhibiting the Property; and
2. You shall sign a sworn statement that you shall provide Landlord entry to the Property, for purpose of exhibiting the Property, after being given 24 hours’ written notice, in compliance with RCW 59.18.150 (6), cited above.

² The Landlord shall construe the date of your receipt as being the earlier of (1) the date you sign the return receipt submitted with this Notice, or (2) three full days after mailing of this Notice, as per Superior Court Civil Rule 6 (e).

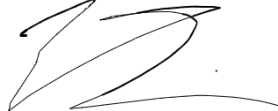
Bryan Stone and Jillian Martin
August 6, 2020
Page 3 of 3

Conclusion

Please cure the above Default within ten days of your receipt of this notice, in the manner which the Landlord requests above under “*Reasonable Cure*,” or you may receive a Notice to Vacate the Property, as per Section 25 (b), and the Landlord shall pursue all other remedies set forth under the Lease³ and available at law or equity.

Finally, the Landlord is placing you on 60 days’ written notice of intent to sell the Property. By giving you this 60 days’ notice, Landlord in no manner waives its right to sell the Property at a time later than 60 days from the date of this notice.

Very truly yours,

A handwritten signature in black ink, appearing to read "Eric T. Quinn", written over a horizontal line.

ERIC T. QUINN

³ For any uncured Defaults under Section 25 (b), “Landlord may, at Landlord’s option, declare the *entire balance of rent* payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity.” (emphasis added).

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August 7, 2020

By Certified Mail

Bryan Stone and Jillian Martin
111 East Apple Lane
Port Angeles, WA 98362

Re: NOTICE OF DEFAULT: Section 20; unreasonable withholding of consent to Landlord repairing the premises; Landlord's right to repair the East Apple Lane property for purposes of its sale; your interference with that right; tortious interference with a business expectancy; 60 days' notice of intent to sell the Property

Dear Mr. Stone and Ms. Martin:

The above law firm represents the First United Methodist Church, the owner of the 111 East Apple Lane property (hereinafter "Property") which you are renting from my client as Landlord, under the lease that you signed on January 10, 2020. Said lease shall be referred to herein as the "Lease." Our client, First United Methodist Church, shall be referred to herein as the "Landlord."

The purpose of this letter is to (1) place you on Notice of Default of the Lease, as per Section 20 and Section 25 (b) of the Lease, (2) remind you that the Landlord is within its right to repair the Property without your input and certainly without your interference, and (3) place you on 60 days' written notice of the Landlord's intent to sell the Property.

Your Lease expires at 11:59 PM of January 25, 2021. But you have taken actions that may result in the early termination of the Lease if these actions are not cured in the manner set forth under "*Reasonable Cure*" below, within ten days' of receipt of this Notice.

You are being placed on your second Notice of Default of Section 20¹ for one reason:

You have engaged in various instances of conduct² evidencing your intent to prevent the Landlord from entering into and showing the Property and conducting repairs—see the separate Notice of Default of Section 20 of the Lease, dated August 6, 2020, for the failure to permit the Landlord

¹ The first notice of default was set forth in our firm's letter dated June 9, 2020.

² See the attached email correspondence evidencing your unreasonable conduct.

access to exhibit the Property to potential purchasers. Your persistent unwillingness to permit entry violates Section 20 of the Lease, which states that you, as tenants “shall not unreasonably withhold consent to Landlord or Landlord’s agents to enter into and 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, residents, workmen or subcontractors. Refusal to grant permission to enter is a violation of this Lease and RCW 59.18.150 and could be subject to \$100 fine, per violation.” *See Also* RCW 59.18.150 (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.”

Any action taken “in contravention” of the duties enumerated in the Lease constitutes a Default, as per Section 25 (b). Your persistent failure to permit the Landlord, through its designated agents, to repair the Property is “in contravention of” Section 20. Consequently, you are being placed on Notice of Default. Failure to cure this Default within ten days’ of notice constitutes a material Default, which may result in termination of the Lease and will subject you to an award of reasonable attorney fees and costs as per Section 36 of the Lease. See Section 25 (b).

Take further note that your interference with the Landlord’s right to effectuate sale of the Property may constitute a tortious interference with a business expectancy, which may subject you to a claim for money damages in Clallam County Superior Court. See *Westmark Dev. Corp. v. City of Burien*, 140 Wn.App. 540 (2007).

Reasonable Cure

As the property owner, the Landlord controls the method and means by which you may cure the above Default. The Landlord shall consider the following a reasonable cure of the above Default:

1. At any time within ten days of your receipt of this Notice,³ upon 48 hours’ written notice, you shall provide access to the Landlord for purposes of repairing the Property; and
2. You shall sign a sworn statement that you shall provide Landlord entry to the Property, for purpose of repairing the Property, after being given 48 hours’ written notice.

³ The Landlord shall construe the date of your receipt as being the earlier of (1) the date you sign the return receipt submitted with this Notice, or (2) three full days after mailing of this Notice, as per Superior Court Civil Rule 6 (e).


Bryan Stone and Jillian Martin
August 6, 2020
Page 3 of 3

Conclusion

Please cure the above Default within ten days of your receipt of this notice, in the manner which the Landlord requests above under “*Reasonable Cure*,” or you may receive a Notice to Vacate the Property, as per Section 25 (b), and the Landlord shall pursue all other remedies set forth under the Lease⁴ and available at law or equity.

Finally, the Landlord is placing you on 60 days’ written notice of intent to sell the Property. By giving you this 60 days’ notice, Landlord in no manner waives its right to sell the Property at a time later than 60 days from the date of this notice.

Very truly yours,

A handwritten signature in black ink, appearing to read "Eric T. Quinn", written over a horizontal line.

ERIC T. QUINN

⁴ For any uncured Defaults under Section 25 (b), “Landlord may, at Landlord’s option, declare the *entire balance of rent* payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity.” (emphasis added).