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FILED

MAR 21 2014

**GARY D. BERG, Acting County Clerk
SPOKANE COUNTY CLERK**

SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

JESSICA MAE GOODELL,)	No. 13-2-04816-1
)	
Petitioner,)	OPINION
)	
vs.)	
)	
MADISON REAL ESTATE,)	
)	
Respondent.)	

THIS MATTER came before this court on an appeal from a Small Claims Judgment entered on October 30, 2013, in the District Court of Spokane County, Washington, in Small Claims Case No. 1344380.

The Judgment was against the respondent, Madison Real Estate, in the amount of \$1,000.00 plus \$24.00 filing fee. The judgment was for a return of the tenant deposit in full plus a \$200.00 penalty pursuant to RCW 59.18.280. The respondent, Madison Real Estate, is the appellant in this matter.

This court makes the following

FINDINGS OF FACT

1. The Notice of Appeal was timely filed by Madison Real Estate and this court has jurisdiction.

NEIL E. HUMPHRIES

421 W RIVERSIDE AVE., SUITE 830, SPOKANE, WA 99201
TELEPHONE: (509) 838-4148 • FAX: (509) 623-1196

Opinion - 1

1 2. The petitioner, Goodeill and her husband rented a home for her, her husband
2 and two children. The petitioner, Goodeill, provided a 20 day notice to vacate property to be
3 effective the end of August, 2013, however, did not deliver all of the keys until September 3,
4 2013, and signed a check list for keys being returned on September 3, 2013. Even though she
5 alleges that she told them she was out of the property on the 28th of August, the court finds
6 that she did not vacate the premises until September 3, 2013, when she returned all of the keys
7 to the premises. The lease provided that the tenant must return all keys to the premises upon
8 termination of their tenancy.

9 3. Madison Real Estate provided a Deposit Disposition letter on September 16,
10 2013, within the 14 days required under RCW 59.18.280. The court finds that this was timely
11 pursuant to said statute.

12 4. The Small Claims Court found that this was not a full and specific statement
13 as a basis for retaining the deposit as required by RCW 59.18.280 because it provided
14 estimated charges and provided that once the actual costs had been determined, a final
15 accounting would be provided.

16 5. Madison Real Estate argued they were not able to give a full and specific
17 statement because of circumstances beyond their control pursuant to RCW 59.18.280. The
18 basis for this is that invoices were not provided to them until September 18, 2013, and
19 October 1, 2013. A final Deposit Disposition letter was sent on October 9, 2013. This court
20 finds that Madison Real Estate was prevented from sending a full and specific statement
21 within 14 days because of circumstances beyond their control, i.e., not receiving invoices until
22 September 18 and October 1, 2013. A final full and specific statement was sent within a
23 reasonable time after the final invoices were obtained.

CONCLUSIONS OF LAW

Based upon the foregoing findings of fact, the court concludes as follows:

NEIL E. HUMPHRIES

421 W RIVERSIDE AVE., SUITE 830, SPOKANE, WA 99201
TELEPHONE: (509) 838-4148 • FAX: (509) 823-1196

1 1. That the appellant, Madison Real Estate, did comply with the requirements of
2 RCW 59.18.280.

3 IT IS HEREBY ORDERED, ADJUDGED and decreed that Madison Real Estate did
4 comply with the requirements of RCW 59.18.280 and that the decision in the Small Claims
5 Judgment is reversed and the claim of Goodeill be dismissed, and that judgment should be
6 ~~entered in favor of the Madison Real Estate and against the Goodeill upon the counter claim.~~
dismissing the counter claim be reversed

~~12~~
748

7 Madison Real Estate has requested reasonable attorneys fees pursuant to the terms of
8 the lease, and as the prevailing party, Madison Real Estate, is entitled to an award of
9 reasonable attorneys fees and court costs.

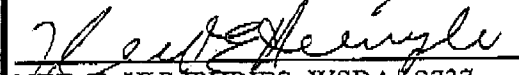
10 IT IS HEREBY ORDERED that the Judgment entered in Small Claims Court is
11 reversed and this matter is remanded to the Small Claims Court for an entry of judgment in
12 conformity with this opinion ~~and to award judgment against Goodeill in favor of Madison~~
13 ~~Real Estate upon the counter claim filed by Madison Real Estate and to award reasonable~~
14 ~~attorney fees and court costs to Madison Real Estate.~~

~~12~~
748

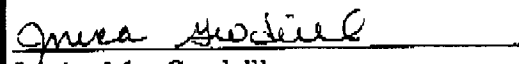
15 DATED this 21st day of March, 2014.

16 
17 JUDGE

18 Presented by: HAROLD D. CLARKE III

19 
20 NEIL E. HUMPHRIES, WSBA# 2737
21 Attorney for Appellant

22 Approved as to form and
23 Notice of Presentment Waived:  #22986
Present to Present

24 
25 Jessica Mae Goodeill

26 NEIL E. HUMPHRIES

421 W RIVERSIDE AVE., SUITE 830, SPOKANE, WA 99201
TELEPHONE: (509) 838-4148 - FAX: (509) 623-1196

Opinion - 3

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SPOKANE COUNTY
IN THE DISTRICT COURT OF SPOKANE COUNTY WASHINGTON
NOTICE OF SMALL CLAIM

SMALL CLAIM # 1344380

AMENDED NOTICE OF SMALL CLAIMS

PLAINTIFF'S NAME <u>Jessica Mae Goodeill</u>		PLAINTIFF'S NAME	
ADDRESS <u>7117 W. Rutter PKWY</u>		ADDRESS	
CITY <u>Spokane</u>	STATE <u>Wa</u>	ZIP <u>99208</u>	
HOME PHONE NO <u>(509) 216-2784</u>	WORK PHONE NO	HOME PHONE NO	WORK PHONE NO

VS.

DEFENDANT'S NAME <u>Madison Real Estate</u>		DEFENDANT'S NAME	
ADDRESS <u>910 N. Washington St 107</u>		ADDRESS	
CITY <u>Spokane</u>	STATE <u>Wa</u>	ZIP <u>99201</u>	
HOME PHONE NO	WORK PHONE NO <u>(509) 465-9052</u>	HOME PHONE NO	WORK PHONE NO

YOU ARE HEREBY NOTIFIED that the above named Plaintiff has filed a claim against you amounting to \$ 1600.00; the reasons for which are stated below.

YOU ARE HEREBY FURTHER NOTIFIED to be and appear at Spokane County District Court at the

Broadway Center Building, 721 N. Jefferson, Spokane, Washington on 10-30-13 [Date], at 9:00 a.m. p.m. for trial.

Valley Court Office, 12710 E. Sprague, Spokane Valley, WA 99216 on _____ [Date], at _____ a.m./p.m. for trial.

You are to bring with you any and all papers, contracts and proof needed by you to establish or defend this claim. At the time of trial you must bring any witnesses who will testify on your behalf.

YOU ARE FURTHER NOTIFIED that if you fail to personally appear as directed, a Judgment may be entered against you for the amount claimed, plus Plaintiff's costs of filing and service of the claim upon you. Plaintiff must also appear if a Judgment is to be entered. If Plaintiff fails to appear, the claim may be dismissed. If this claim is settled prior to the hearing date, the parties must notify the Court immediately, in writing.

CW
Clerk

134438ⁿ

Small Claim # _____

STATEMENT OF CLAIM

I, Jessica Goodkell, the undersigned plaintiff, declare that the defendant named above owes me the sum of \$ 1100.00, which became due and owing on 09/17/2013 [Date]. Plaintiff has demanded payment and Defendant refuses to pay.

The amount owed is for:

- Faulty Workmanship Merchandise Auto Damages-Date of Accident _____
- Wages Loan Return of Deposit Rent Property Damage
- Other _____

Explain reason for claim Security/cleaning deposit times two

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Signed at Spokane, Washington on 09/23/2013 [Date].

Omica Mae Herdick
Signature

Jessica Mae Goodkell
Print or Type Name

COPY FILED

2013 OCT 18 A 10:25

SPOKANE COUNTY

IN THE DISTRICT COURT OF SPOKANE COUNTY WASHINGTON

<p><u>Jessica Mae Goodeill</u> Plaintiff</p> <p>vs.</p> <p><u>Madison Real Estate Property Management, Inc</u> Defendant</p>	<p>SMALL CLAIMS COUNTERCLAIM</p> <p>CASE NO. <u>1344380</u></p>
------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------

I. COUNTERCLAIM

1.1 Defendant claims that plaintiff became indebted to defendant in the sum of \$ 557.09
on 10/18/2013 for:
(date) Final move out charges per lease

1.2 Defendant has demanded payment from plaintiff and plaintiff refuses to pay.

1.3 Defendant prays that the court dismiss plaintiff's case and enter judgment for defendant for the sum set forth in paragraph 1 above, plus court costs.

II. CERTIFICATION

I CERTIFY under penalty of perjury under the laws of the State of Washington that the foregoing claim is true and correct.

Dated at Spokane, Washington on 10/18/13
(Date)

[Signature]
Defendant's Signature

ERIC J. BESETT
Print or Type Name

Address: 910 N. WASHINGTON #107
SPOKANE, WA 99201
Phone: 509-465-9052

COPY ORIGINAL FILED
OCT 30 2013

IN THE DISTRICT COURT OF SPOKANE COUNTY WASHINGTON
SMALL CLAIMS DIVISION

Jessica Mae Goodeill

Plaintiff(s)

Small Claims Case # 1344380

vs

Madison Real Estate

SMALL CLAIMS JUDGMENT

Defendant(s)

This matter was heard in open court on the date stated below. Pursuant to
 TRIAL DEFAULT DISMISSAL WITH PREJUDICE WITHOUT PREJUDICE
 MEDIATION AGREEMENT STIPULATION, the Court does ORDER, ADJUDGE, AND DECREE
that a JUDGMENT

is hereby granted to the Plaintiff(s) Defendant(s) against:

PLAINTIFF(S)

DEFENDANT(S) Madison Real Estate

together with costs, as follows

PRINCIPAL \$ 1000.

TOTAL JUDGMENT \$ 1024.⁰⁰

FILING FEE \$ 24.00

POST JUDGMENT INTEREST RATE 12 %
(IF DIFFERENT FROM STATUTORY INTEREST RATE)

SERVICE FEE \$ _____

PLAINTIFF'S WITNESSES Jessica Mae Goodeill

PLAINTIFF'S EXHIBITS See scanned document, if admitted as evidence.

DEFENDANT'S WITNESSES BEN Dickerson

DEFENDANT'S EXHIBITS See scanned document, if admitted as evidence.

NOTE: Judgments are to be paid within 30 days unless a time pay has been ordered by the court. If Judgment is not paid, the Plaintiff can contact the Clerk's Office and, for a fee, obtain a Judgment Transcript for transfer to the District or Superior Court. Thereafter, reasonable costs and attorney's fees are allowed in enforcing the Judgment. When Judgment is paid, Plaintiff must notify Court that Judgment is satisfied.

Judgment Copy: Plaintiff In Court To be Mailed Fax/Email to _____
Defendant In Court To be Mailed Fax/Email to _____

DATED this 30th day of October, 2013

*Counterclaim is hereby dismissed
w/ 0 damages.*

[Signature]
Judge Debra R. Hayes

Transcript

J. = Judge

P = Plaintiff

D = Defendant

D: Yeah, most tenants who are moving, have to give notice 30 days in advance, just like

J: 20

D: Just like this lady did and when did she move into her unit? At the end of the month, so if we are advertising the property, we estimate normally it's a 30 day to 45 day turn around and that's what we produce to every owner and tell them, hey, you give us your property, figure that kind of time frame. So to be able to move a property inside of a few days is a luxury. Doesn't happen very often.

J: Okay

D: People have to give notice. They have to be able to move in.

J: All right. Yes, you have about 30 seconds. All right, 45.

P: The laundry room door he was discussing was set in a maintenance report before I moved out and what I had said on the maintenance report was I don't mind if you fix it before or after I move, whatever is easier for you, it's not an issue. And on your estimate it shows that that was sent in. And also all of the work was completed by September 9th, all of the cleaning costs, all of everything was on September 9th, by according to all their documents in which case why on the 16th of September do they have to send me an estimate for everything and I don't receive my final

J: Okay, so

P: (inaudible) days

J: September

P: September 9th is when all the work were

J: Mr. Dickerson do you agree with that?

D: The orders, I have to take a look at them. The orders could be completed, but the problem is getting the bills. This might be where they say that they did it, but if they don't send us a bill, then we can't bill out.

J: Okay, so September 9th the work was completed.

D: I don't know.

P: This one says it was completed on September 11th.

- J: Okay, we'll go with September 11th, it could happen.
- D: So basically, if that's the case, if they don't send us the bill, there's no way we can report what the bill is. And most contractors are 30 to 40 days out sending us bills.
- J: Okay, so RCW 59.18.280 and thank you for handing them up, I would have gone back and printed it. Within 14 days after the termination of the rental agreement and vacation of the premises or if the tenant abandons the premises, within 14 days after the landlord shall give a full and specific statement of basis for retaining any of the deposit together with a payment of any refund due. No portion of any deposit shall be withheld on account of wear resulting from ordinary use. Landlord complies with this section if the required statement or payment or both are deposited in the U.S. mail within the 14 days. ~~Notice shall be delivered to the tenant personally or by mail. If landlord fails to give such~~ statement together with any refund due within the time limits specified above, he or she is liable to the tenant for the full amount of the deposit and is barred from any action brought by the tenant to recover the deposit from asserting any claim or raising any defense for retaining it unless the landlord shows that circumstances beyond the landlord's control prevented the landlord from providing the statement within the 14 days or was abandoned. The court may in use discretion and award up to two times the amount of the deposit for the intentional refusal of landlord to give statement or refund due. Any action brought by the tenant to recover the deposit, prevailing party shall additionally be entitled to the cost of suit or arbitration, including attorneys fees. Nothing in this chapter shall preclude the landlord from proceeding against and landlord shall have the right to proceed against tenant to recover sums exceeding the amount of the tenant damage or security deposits together with reasonable attorneys fees. So, what part of this says you can give an estimate and then later you can return the deposit with the real costs? What, what part of the law says you get to do that?
- D: The law basically through precedence through other lawsuits that I have been though stipulates that you can, you can, you can't get all the, the claims. One of the invoices here I'm looking at says October 1, 2013, but it doesn't mean, we have gone out and said we believe that this is what you're responsible for. We can't finalize it until we get all the final bills in. One of the bills and the invoices I have here is for October 1. How can I get
- J: I'm not saying that it's a great law, I'm just wondering where in the law it gives the wiggle room.
- D: I've been in, I'm sorry to say this, I've been in court a few times in regards to this and every case we have had through precedence is basically said there's no way in the world you can get every bill inside of the time so it gives the provision there that said you are allowed, if it's beyond your circumstances that you can get all of the bills, then how are you going to create a final bill? You can't. Therefore

- J: So I guess what I need to ask you, do you have case law to support that? What, I mean I know you're telling me that you have been in court and other judges have said, yeah I get it you can't do it in time, but I'm somewhat familiar with this portion of the law and I, I've always wondered about 14 days doesn't seem to be an awfully long time to turn anything around, but I'm just wondering if you can give me something.
- D: I do not have a case law but I'm sure that I'll be able to get one.
- J: Okay, Okay, so here's the situation. Which is why I have asked people to quit scheduling so many small claims hearings in such a short period of time, it never works out quite right. I have a mandatory meeting and as a presiding judge of the District Court I must make that meeting. I don't get to call in and say I'm sorry, however, I know you're upset, you're disgusted, I can see it. What I'm going to give this my ruling this afternoon. I need to go through a few things. You have a question real quick?
- P: I just wanted to let you know I originally asked you to write the amount that I wanted as \$800.00.
- J: Uh ha.
- P: Because the law said you could grant up to
- J: Yeah, I'm not, I understand. I'm not worried about
- P: asking (inaudible)
- J: I understand. Okay, so let me look at what's left here on the docket.
- (Judge going through various other matters - omitted)
- J: ... so I can come back at 1:20 to give my ruling for you guys and then 1:30 move into the next cases, just like that.
- P: We come back here at?
- J: 1:20. I will see you (inaudible). Yes.
- J: Okay, and I was coming back to give my ruling on the matter of Jessica Goodeill v. Madison Real Estate. And I may be a little bit late getting back, but I worked on it during the lunch period and I will, Mr. Dickerson has the notebook, also the photographs, so notebook will be defendant's exhibit number one, photographs number two. And then had a file with paperwork from Ms. Goodeill which is everything in this file which will

be exhibit number one. And I'm going to give you back your personal statement because you were in court to testify and everything in there is on the record and then you testified that that was true, so we don't need that. So there's all the exhibits on that one. So we had a claim, the original claim was \$1,600.00, Ms. Goodeill was asking for which was her \$800.00 and then pursuant to the statute she was asking that that be doubled, and the defendant is correct that it's the court in its discretion may award up to two times the amount. And Mr. Dickerson I know we had a couple of issues where you had indicated that you are not legally required to do certain things and that's true and I understand that. And I looked at her before report when she moved in versus the report after, recognizing the persons (inaudible) you had nothing to do with when she moved it, it was a totally different company at that time. And it's pretty difficult to tell from her move in report, there were a lot of things she wasn't satisfied with. But at the end of the day, as a judge, I don't write the law. And I don't get to re-write the law. In my opinion that would be a violation of the separation of powers. Legislature writes the law, I follow the law as it's written. I'm pretty much, I don't see any loophole. It's within 14 days it has to, she has to get her deposit back and that was not done in this case. So my finding is for the defendant, I'm sorry, for the plaintiff against the defendant Madison Real Estate. The \$800.00 full damage deposit, I'm not going to double it, but I will add \$200.00 which is \$1,000.00 with a filing fee of \$24.00 to Ms. Goodeill. Interest rate is 12% if it's not paid within the 30 day period of time and of course, I've already indicated that either party can appeal this to Superior Court. You need to get that paperwork right next to the clerk's office. Okay. (Inaudible) copy of that.

P: (inaudible) what should I do with that check?

J: You haven't cashed that, you have the check itself?

P: Yes.

J: Mr. Dickerson do you want us to take that amount off the total? Or do you want it back and they can pay the total?

D: I've already talked to our owner and they say to file an appeal, if it's going to go this way.

J: Okay.

D: So we probably need that back at this point in time, unless you (inaudible)

J: Right.


P: Should I put it here?

J: I don't, just a minute to think about this, when was that check written?

P: I don't have it, but I received it on the 15th.

J: I just have not had this come up before where there was already a check for partial credit. Um, because the defendant did and I did dismiss the counter claim and there's that 30 day window to appeal it, I think it would probably be best just to return that to the management company. And then what they owe you is a total amount, but they have 30 days in which to get that to you or appeal. So I think that it would, because there was the claim, the counter claim which came after that check, I think it would probably be the thing is to give the check back to the management company and, sure.

I certify this to be a true and correct copy of the hearing held on 10/30/13.



Joann L. Iverson

The Court of Appeals
of the
State of Washington
Division III

MD

AUG 11 2014

COURT OF APPEALS
STATE OF WASHINGTON
DIVISION III

JESSICA MAE GOODEILL,

Petitioner,

v.

MADISON REAL ESTATE,

Respondent.

COMMISSIONER'S RULING
NO. 32442-7-III

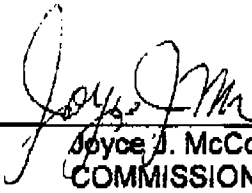
Having considered Ms. Goodeill's motion for discretionary review of a Spokane County Superior Court decision reversing a small claims court decision, the response thereto, the record and file, and being of the opinion that this case does not satisfy any of the criteria of RAP 2.3(d)¹ for acceptance of review by this Court as it does not, contrary to Ms. Goodeill's assertion, present an issue of public interest; now, therefore,

¹ Ms. Goodeill contends that discretionary review is warranted pursuant to RAP 2.3(b). However, since this case originated in district court, RAP 2.3(b) does not apply.

No. 32442-7-III

IT IS ORDERED, the motion for discretionary review is denied.

August 11, 2014.



Joyce J. McCown
COMMISSIONER

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HUMPHRIES, PATTERSON

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SPOKANE COUNTY CLERK

NOTICE FOR DISCRETIONARY REVIEW
SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SPOKANE

JESSICA MAE GOODEILL,

Petitioner,

vs.

MADISON REAL ESTATE,

Respondent.

Case No. 13-2-04816-1

**NOTICE OF DISCRETIONARY
REVIEW TO DIVISION III COURT OF
APPEALS**

The Petitioner, Jessica Mae Goodeill, by and through her attorney of record, Brian Cameron, seeks review by the designated appellate court of the decision and Opinion entered by the Spokane County Superior Court on March 21, 2014, upon the Respondent's appeal of the Spokane County District Court's decision regarding cause number 1344380, which was initially entered on October 30, 2013.

The Petitioner represented herself *pro se* in both of the above proceedings; the Respondent was represented by Eric J. Bessett, an individual, in the District Court proceeding and Neil Humphries, WSBA #22986, in the Respondent's appeal to the Superior Court.

NOTICE OF DISCRETIONARY REVIEW TO
DIVISION III COURT OF APPEALS - Page 1 of 2

BRIAN G. CAMERON
Cameron Sutherland, PLLC
421 W. Riverside Ave., Ste. 660
Spokane, WA 99201
TEL. 509.315.4507
FAX 509.315.4585


Copies of the lower courts' decisions are attached to this Notice.

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DATED this 10th day of April, 2014.

By:

CAMERON SUTHERLAND, PLLC


BRIAN G. CAMERON, WSBA #44905
Attorney for Petitioner
421 W. Riverside Ave., Ste. 660
Spokane, WA 99201

Notice to:

NEIL E. HUMPHRIES, WSBA #22986
Attorney for Respondent
421 W. Riverside Ave., Ste. 830
Spokane, WA 99201

NOTICE OF DISCRETIONARY REVIEW TO
DIVISION III COURT OF APPEALS - Page 2 of 2

BRIAN G. CAMERON
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JAN 24 2014

THOMAS R. HALLIDAY
SPOKANE COUNTY CLERK

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SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

JESSICA MAE GOODEILL,)	No. 13-2-04816-1
)	
Petitioner,)	
)	APPEAL BRIEF
vs.)	
)	
MADISON REAL ESTATE,)	
)	
Respondent.)	

I. INTRODUCTION

Appellant Madison Real Estate rented a house to Respondent Jessica Goodeill from 2012 to 2013. After the Ms. Goodeill vacated the house, Appellant hired contractors to do some necessary cleaning and repair work on it. Within 14 days of receiving the key to the house from Ms. Goodeill, Appellant sent Ms. Goodeill an estimate of charges owed from that work. Upon receiving final bills from the contractors, Appellant promptly sent Ms. Goodeill a final accounting along with a partial refund of her damage deposit.

NEIL E. HUMPHRIES

421 W RIVERSIDE AVE., SUITE 830, SPOKANE, WA 99201
TELEPHONE: (509) 838-4148 • FAX: (509) 623-1196

Appeal Brief - 1

1 Despite Appellant's prompt accounting and refund to Ms. Goodeill, the Spokane
2 County District Court (the "District Court") found Appellant in violation of RCW 59.18.280
3 and awarded Ms. Goodeill the full amount of her \$800.00 damage deposit plus an additional
4 \$200.00. Appellant seeks reversal of the District Court's judgment. Appellant provided its
5 best possible estimate of charges due within 14 days after Ms. Goodeill returned the premises
6 to Appellant, and Appellant promptly provided an updated, precise calculation of such
7 charges, along with a refund, as soon as Appellant received final bills for the repair work.
8 The law allows Appellant to do so, and the District Court's judgment to the contrary should
9 be reversed.
10
11

12 **II. FACTS**

13 Respondent Jessica Goodeill ("Respondent" or "Ms. Goodeill") and her husband
14 rented a house in Spokane, Washington from Appellant Madison Real Estate ("Appellant")
15 from 2012 until 2013. Ex. 1, Tab #8;¹ Transcript of Small Claims Hearing ("Tr.") 9, 12-13.²
16 Respondent initially rented the house under a rental contract that began on September 1, 2012
17 and ended on June 30, 2013. Ex. 1, Tab #8; Tr. 9, 12-13. As part of the rental agreement,
18 Respondent agreed to pay an \$800 damage deposit. Ex. 1, Tab #5, 6 and 9; Tr. 3.
19
20
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22

23 ¹ Ex. 1 refers to the binder designated by the District Court as Exhibit 1. "Tab" numbers refer to the
24 tabbed, numbered items within that binder. Tr. 31.

25 ² Numbers designated "Tr." are page numbers from the filed copy of the Transcript.

NEIL E. HUMPHRIES

421 W RIVERSIDE AVE., SUITE 830, SPOKANE, WA 99201
TELEPHONE: (509) 838-4148 • FAX: (509) 823-1196

26 Appeal Brief - 2

1 After the written contract expired, Respondent continued to rent the house on a month-
2 to-month basis through September 3, 2013. Tr. 9, 13-14. Respondent returned the apartment
3 keys to Appellant on that date. Tr. 2, 14.³

4
5 On September 16, 2013, 13 days after Respondent returned the house to Appellant's
6 possession, Appellant sent Respondent a letter detailing the estimated charges owed by
7 Respondent for post-tenancy cleaning and repairs to the house. Ex. 1, Tab #6; Tr. 26.⁴
8 Appellant estimated that, after deducting the \$800.00 deposit Respondent had already paid,
9 Respondent still owed a total amount of \$100.00. Ex. 1, Tab #6.

10
11 Aside from the rent amount due, the letter made clear in the September 16, 2013 letter
12 that the amounts owed were "estimated." Ex. 1, Tab #6. Appellant provided estimates
13 because it had not yet received invoices for the repair and cleaning work itemized in the letter.
14 Tr. 29-30. Because the repairs and cleaning were done by contractors between September 3
15 and September 16, 2013, and because Appellant did not receive the contractors' bills until
16 after that time, it was impossible for Appellant to provide a precise statement of the amount
17 Respondent owed on September 16, 2013. Tr. 29-30. Indeed, it is typical for the contractors
18

19
20
21 ³ While Ms. Goodeill claims she vacated the house by the end of August 2013, she did not return the key
to Appellant until September 3, 2013. Tr. 2, 14.

22 ⁴ Although Ms. Goodeill indicated in her testimony that she moved out of the house by the end of
23 August 2013, and there was some conflicting evidence about the duration of the rental agreement, Tr. 2,
24 there was no argument in the District Court that the September 16, 2013 letter was untimely, and the
District Court made no such finding. *See generally* Tr. Moreover, sufficient evidence existed to allow
the conclusion that Respondent failed to return the house to Appellant's possession until September 3,
2013. Tr. 2, 14.

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Appeal Brief - 3

1 who do such work to send Appellant their final bills 30-40 days after completion of the work.
2 Tr. 29-30.

3 Upon receiving final bills for the repair and cleaning of the house and calculating the
4 precise amount due, Appellant sent Respondent a second letter dated October 9, 2013. Ex.
5 1, Tab #5. This letter provided a precise calculation of the total cost of repairs and revealed
6 that Appellant owed Respondent a refund of \$287.91. Ex. 1, Tab #5. Respondent therefore
7 enclosed a check for that amount with its October 9, 2013 letter. Ex. 1, Tab #5.
8

9 Despite Respondent's provision of this refund, Appellant sued Respondent in Spokane
10 County District Court (the "District Court") and sought an amount twice her damage deposit.
11 Ex. 1, Tab #4. Respondent filed her claim on September 23, 2013, but did not serve it on
12 Appellant until October 15, 2013. Ex. 1, Tab #4; Tr. 14-15.⁵
13

14 Fifteen days later, on October 30, 2013, the District Court held trial on Respondent's
15 claim. See generally Tr.; see also Ex. 1, Tab #4. Trial included exhibits and the testimony
16 of both Appellant and Respondent. See generally Tr. and Exhibits. Among other testimony,
17 Appellant discussed the difficulty of providing a precise calculation of amounts owed by
18 September 16, 2013 and explained that it did not receive final bill from contractors for 30-40
19 days. Tr. 29-30.
20

21 Despite Appellant's testimony, the District Court entered judgment in favor of
22 Respondent. Tr. 31-32. The District Court ruled that RCW 59.18.280 did not permit
23

24 ⁵ Appellant also made a counterclaim, but it was dismissed and is not appealed here. Ex. 1, Tab #3.

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Appeal Brief - 4

1 Appellant to provide Respondent's refund beyond the statute' 14-day time limit, awarded
2 Respondent her \$800.00 deposit, and awarded an additional \$200.00 to the award. Tr. 30-32.
3 Appellant seeks reversal of the District Court's ruling
4

5 III. ARGUMENT

6 An appeal of a small claims judgment is heard de novo, based on the record as entered
7 by the District Court. RCW 12.26.055. The record in this case warrants reversal of the
8 District Court's judgment.

9 **A. The District Court erred by awarding Respondent a full refund of her damage
10 deposit under RCW 59.18.280 where Appellant could not have provided a precise
11 calculation of the amount owed within 14 days.**

12 While Washington's Residential Landlord-Tenant Act generally requires a landlord
13 to provide a tenant with a statement of amounts owed and a refund of her deposit within 14
14 days, it permits additional time where doing so is beyond the landlord's control. The statute
15 generally requires the landlord to provide a statement detailing the basis for retaining any
16 portion of the tenant's damages deposit and a refund, if due, within 14 days after the rental
17 agreement ends and the tenant vacates the premises. RCW 59.18.280.⁶ If the landlord fails
18

19 _____
20 ⁶ The relevant portion of the statute provides:

21 Within fourteen days after the termination of the rental agreement and vacation of the
22 premises...the landlord shall give a full and specific statement of the basis for retaining any of the
23 deposit together with the payment of any refund due the tenant under the terms and conditions of
the rental agreement.... The landlord complies with this section if the required statement or
payment, or both, are deposited in the United States mail properly addressed with first-class
postage prepaid within the fourteen days.

24 RCW 59.18.280.

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Appeal Brief - 5

1 to do so, it can be liable to the tenant for the full amount of the deposit. RCW 59.18.280.⁷

2 The statute makes an exception, however, if the landlord can show that circumstances beyond
3 its control prevented it from providing the tenant with the required statement.

4
5 The landlord is also barred in any action brought by the tenant to recover the deposit
6 from asserting any claim or raising any defense for retaining any of the deposit unless
7 the landlord shows that circumstances beyond the landlord's control prevented the
8 landlord from providing the statement within the fourteen days or that the tenant
9 abandoned the premises as defined in RCW 59.18.310.

8 RCW 59.18.280 (emphasis added). Indeed, the statute's plain language allows the landlord
9 to provide no statement at all within 14 days if circumstances beyond its control prevent it
10 from doing so. RCW 59.18.280.

11
12 This is exactly the type of case contemplated by the statute's exception to the 14-day
13 time limit. Appellant did not know the precise cost of cleaning and repairs to the rental house
14 until it received bills from the contractors who performed that work. Tr. 29-30. Even so,
15 Appellant went beyond the statute's requirement, providing an initial estimate within 13 days
16 and a final accounting and refund promptly thereafter. Ex. 1, Tab# 5 and 6. Appellants acted
17 as quickly as possible to provide an accurate accounting and the refund owed.

18
19 The District Court erred by misinterpreting and misapplying RCW 59.18.280. The
20 District Court incorrectly found that there was no exception to the 14-day time limit where
21 a landlord cannot provide an accurate statement within that time. To the contrary, the statute

22
23 ⁷ That portion of the statute provides that "[i]f the landlord fails to give such statement together with
24 any refund due the tenant within the time limits specified above he or she shall be liable to the tenant
25 for the full amount of the deposit." RCW 59.18.280.

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Appeal Brief - 6

1 provides just such an exception. Appellant could not have known the precise amount
2 Respondent owed within 14 days. Even so, Appellant provided its best estimate within 13
3 days and a precise, complete accounting, along with Respondent's refund, as soon as it had
4 sufficient information to do so.
5

6 The District Court's reading of RCW 59.18.280 would impose an unreasonable
7 requirement on landlords. Regardless of whether a landlord knew the exact cost of repairs
8 to a rental property within 14 days, the District Court's reading of the statute would require
9 the landlord to provide a statement and a refund, if due, within that time. As a practical
10 matter, to avoid becoming liable for the entire deposit, a landlord who did not yet know the
11 cost of repairs and cleaning within 14 days would have to underestimate the cost of repair,
12 provide a refund and, if the repair costs exceeded the landlord's estimate, either seek a refund
13 from the tenant or absorb the difference as a loss. The legislature evidenced its intent to avoid
14 such a scenario by effectively granting a landlord additional time if circumstances prevented
15 it from providing a precise accounting within 14 days. This exception both prevents an
16 unreasonable burden on landlords and ensures that tenants still promptly receive any refunds
17 to which they are entitled. While the 14-day time limit is a strict requirement, it is not so
18 strict as to impose this unreasonable burden on landlords. The District Court's interpretation
19 to the contrary was erroneous and should be reversed.
20
21

22 **B. The District Court erred in awarding an amount in excess of Respondent's**
23 **damage deposit where no evidence showed intentional refusal to refund the deposit.**
24

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Appeal Brief - 7

1 In cases where a landlord intentionally refuses to provide a statement or refund, RCW
2 59.18.280 allows a court to award a tenant up to two times the amount of the tenant's damage
3 deposit. The relevant portion of the statute provides:

4 The court may in its discretion award up to two times the amount of the deposit for
5 the intentional refusal of the landlord to give the statement or refund due.

6 RCW 59.18.280. This provision, however, applies only to intentional refusal to withhold a
7 refund or provide a statement.

8 The District Court still erred by awarding Respondent an additional \$200.00 under this
9 provision. Appellant did not intentionally refuse to provide either a refund or a
10 statement—indeed, Appellant promptly provided a refund as soon as it was able to correctly
11 calculate the amount due. Moreover, Appellant provided an initial estimate within 13 days,
12 even though Appellant did not yet know the precise amount it ultimately owed to Respondent.
13 Appellant's prompt provision of two statements and a refund provide strong evidence of good
14 faith behavior, not intentional refusal. Finally, the District Court made no explicit finding of
15 intentional refusal to provide a statement before augmenting Respondent's award by \$200.00.
16 The District Court's addition of this amount to Respondent's award was error and should be
17 reversed.
18
19
20

21 IV. CONCLUSION

22 Appellant fulfilled its duties under RCW 59.28.180. It provided Respondent an
23 estimate of cleaning and repair costs the rental house within 13 days after the rental
24

25 **NEIL E. HUMPHRIES**

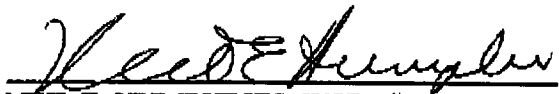
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Appeal Brief - 8

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agreement expired and a final accounting, along with a refund, promptly thereafter. RCW
59.18.280 permits this course of conduct, and the District Court erred by ruling otherwise.
Appellant respectfully asks this court to reverse the District Court's decision and vacate its
award to Respondent.

RESPECTFULLY SUBMITTED this 23 day of January, 2014.


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Attorney for Appellate/Respondent

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Appeal Brief - 9

RECEIVED
MAR - 6 2014
HUMPHRIES, PATTERSON

SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

JESSICA MAE GOODEILL,
Petitioner,

Case No.: 13-2-04816-1

vs.

RESPONSE BRIEF

MADISON REAL ESTATE,
Respondent.

I. INTRODUCTION

Appellant Madison Real Estate has failed to comply with RCW 59.18.280 and return Petitioner's security deposit or provide an itemized statement of expenses within 14 days of the vacation of the rental property on 1502 W. Cora Street. I cannot claim to be an expert in the law but I do not believe it allows a company to penalize a consumer because they are unable to find contractors who can bill in a timely fashion - a problem none of the other rental agencies I have dealt with have ever claimed to have.

II. FACTS

Madison Real Estate claims to have sent an "estimate" within 14 days of receiving the keys to the premises. However, RCW 59.18.280 says that a statement must be submitted within 14 days of termination of the rental agreement and vacation of the premises. As Madison Real Estate sent an associate to my workplace on August 28 to pick up my key to the premises in order to show the property to prospective renters and were informed at that point that the property was vacant, they clearly did not even manage to send their estimate within the 14-day time limit. They failed to provide a statement; they failed to respond within 14

RESPONSE BRIEF - 1

1 days of receiving my key and vacation of the premises, even though they were obviously showing the
2 property at that point. These statements were established on pages 2 and 28 of the transcript.

3
4 I believe Madison Real Estate is confusing vacation of the premises with the return of ALL the keys to the
5 premises, which were submitted on September 3rd.

6
7 Madison Real Estate claims that it is "typical" for contractors to take 30 to 40 days to send a bill after
8 completing work. I question this claim because I have rented from several different property owners and
9 agencies and never encountered this problem from anyone else. In fact, I suspect that if the court called the
10 contractors in question and asked them how long it would take them to bill for services rendered they
11 would NOT be told 30 to 40 days.

12
13 Madison Real Estate is attempting to claim that they cannot submit their statement in compliance with the
14 law because of "circumstances beyond their control". I challenge this claim. 1) Obviously, other real estate
15 companies are able to comply with the 14-day time limit or this court would be flooded with suits. 2)
16 Madison Real Estate stated on page 30 of the transcript that they have been to court over this very issue on
17 other occasions yet they have not seen fit to find contractors who will bill them in a timely fashion, which
18 is most certainly within their control. It appears that Madison Real Estate feel that I should be denied a
19 timely return of my deposit simply because they are unable to find competent contractors but that is a
20 matter that is entirely out of my control and within their control.

21
22 Madison Real Estate claims that their apparent difficulty in finding contractors who will bill in a timely
23 fashion is "exactly the type of case contemplated by the statute's exception clause" which seems highly
24 illogical to me. Why would a law have an exception clause to reward a business for failing to contract with
25 competent individuals and companies? It seems far more likely to me that the exception clause is for
26 situations where repairs and cleaning are so extensive that a 14-day time limit is impossible to comply with
27 - a situation that does not apply to the Cora Court property.

28
RESPONSE BRIEF - 2

1 Madison Real Estate claims that the Goodeills rented the Cora Court property until September 3, even
2 though the property was vacated and being shown to prospective tenants on August 28th and even though
3 Ms. Goodeill had relinquished her personal key to the property to make it possible for Madison Real Estate
4 to show the property. (Madison Real Estate had apparently lost all of their copies of the keys to the Cora
5 Court property.) So the Goodeills did not actually rent the property until September 3rd. They were, in fact,
6 already residing in their new residence on Rutter Parkway before the end of their rental period on August
7 31st. The fact that all of their keys had not been turned in does not constitute an extended rental period as
8 the lease provides for a fee if all keys are not turned in to allow for rekeying the locks but does not state
9 that the former tenants are still renting the property until all keys are turned in.

10
11 Madison Real Estate's claim that they were not served until October 15th is accurate. Since that is entirely
12 within the limits set by law, I am not sure why they felt the need to mention it.

13
14 III. ARGUMENT

15 The rental period for 1502 W. Cora Court ended on August 31, 2013.

16 Madison Real Estate did not send an estimate until September 16th and did not send a statement
17 until October 9th (as they state in their brief).

18 Madison Real Estate claims that it is beyond their control to contract with cleaning/repair
19 companies that will bill in a timely fashion to allow them to comply with RCW 59.18.280, in spite of the
20 fact that they admit to having been sued over this very issue on more than one occasion before.

21 Madison Real Estate has shown that they have no intention of seeking to comply with RCW
22 59.18.280 which makes their failure to submit an itemized statement and deposit refund to the Goodeills an
23 intentional act. It seems to me that Madison Real Estate wishes to take an exception and make it a rule.

24
25 Dated this 6th day of March, 2014.

26
27 Jessica Mae Goodeill
28 Jessica Mae Goodeill, Respondent

RESPONSE BRIEF - 3

MAR 14 2014

SPOKANE COUNTY CLERK

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SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

JESSICA MAE GOODEILL,)	No. 13-2-04816-1
)	
Petitioner,)	
)	REPLY BRIEF
vs.)	
)	
MADISON REAL ESTATE,)	
)	
Respondent.)	

The petitioner claims the respondent failed to comply with RCW 59.18.280 and return petitioner's security deposit or provide an itemized statement of expenses within 14 days of the vacation of the rental property and asserts a claim that the company should not be authorized to provide an estimated statement because they could not find contractors who could bill in a timely fashion.

The petitioner also asserts that the notice sent by Madison Real Estate was not submitted within 14 days of termination of the rental agreement and vacation of the premises.

RCW 59.18.280 provides "Within 14 days after termination of the rental agreement and vacation of the premises . . ." The petitioner provided a 20 day notice to vacate property

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Reply Brief - 1

1 (Madison Real Estate Exhibit #7) which provided "Dave, Jessica and family will only be
2 renting through the end of August."

3 The petitioner still retained keys to the premises through September 3. Madison Real
4 Estate Exhibit #7 shows the petitioner signed that the keys were returned on September 3,
5 2013. Petitioner has alleged that she was advised that Madison Real Estate would not be open
6 September first and second because of the holiday, however, they were open on August 31st
7 and she could have and should have returned the keys on that date as that is the date she
8 indicated they were be terminating the tenancy. In addition, she had made an appointment to
turn in the keys on September 3 rather than August 31.

9 The petitioner references statements on page 2 and 28 of the transcript. The
10 statements do indicate that she called on August 30 and was advised they would be closed on
11 the first and second of September, however, did not say they were closed on August 31st, the
12 last day the petitioner indicated she would be in possession of the property. She also makes
13 reference on page 28 that says "I was completely moved out and I gave the key to, I gave my
14 personal key to one of the associates on the 28th." She does not allege that she gave all of the
keys to the associate with the intention of turning over possession of the property.

15 There was no argument in the District Court that the September 16, 2013, letter was
16 untimely and the District Court make no such finding. Moreover, sufficient evidence existed
17 to allow the conclusion that respondent failed to return the house to appellant's possession
18 until September 3, 2013.

19 The respondent provided the petitioner with a timely deposit disposition letter based
20 upon the information they were able to obtain within the 14 days.

21 RCW 59.18.280 acknowledges there may be circumstances beyond the landlord's
22 control which prevents them from providing the statement within the 14 days. RCW
23 59.18.280 provides "The landlord is also barred in any action brought by the tenant to recover
the deposit from asserting any claim or raising any defense for retaining any of the deposit
24

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Reply Brief - 2

1 unless the landlord shows that circumstances beyond the landlord's control prevented the
2 landlord from providing the statement within 14 days. . ."

3 This issue was discussed by Madison Real Estate as shown in pages 29 *et seq.* He
4 testified that if they do not receive a bill from the contractor, that they cannot report the final
5 bill and most contractors are 30 to 40 days out sending us bills. He also pointed out that one
6 of the invoices he was looking at says October 1, 2013. We can't finalize it until we get all
7 the final bills in, one of the bills and the invoices I have here is for October 1, how can I get?"
8 He also stated "I've been in, I'm sorry to say this, I've been in court a few times in regards to
9 this and every case we have had through precedence is basically that there is no way in the
10 world you can get every bill inside of the time so it gives a provision there that says you are
11 allowed, if it's beyond your circumstances, that you get all of the bills and how are you going
12 to create a final bill? You can't." The respondent's testimony is backed up by invoices
13 contained in Exhibit 2, one from Davis Pro-Cleaning and Maintenance, with a date of
14 9/18/2013 in the amount of \$112.50 and another invoice from Davis Pro-Cleaning and
15 Maintenance dated 10/1/2013 in the amount of \$135.69.

16 Contrary to petitioner's claim that the respondent should be able to get the
17 work done and billed within 14 days, this is not always possible. The end of August and first
18 of September is the very busiest time of the year in the rental business. Everyone with kids
19 in school want to be moved into their new residence for the start of the school year so they
20 need to be out of the old residence by the end of August to avoid paying another month's rent
21 at the old place plus a months rent at the new place. This is apparently evidenced by the
22 petitioner as she rented the premises with her husband and two children.

23 The petitioner is apparently claiming that because she relinquished her personal key
24 to the property to make it possible for Madison Real Estate to show the property, that she had
25 terminated her tenancy prior to September 3, 2013, the date she did, in fact, turn in all of the
26 keys to the premises. She admits in her brief that she did not turn in all of their keys until

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Reply Brief - 3

1 September 3, 2013. She further claims that because the lease provides for a fee if all keys are
2 not turned in to allow for re-keying the locks. The lease does provide as follows: "Tenant(s)
3 must upon termination of his or her tenancy restore to management all keys to doors and locks
4 either furnished to or otherwise procured by tenant." Obviously, some people do not turn in
5 their keys and the lease further provides for a re-key charge for those tenants who do not turn
6 in their keys. However, that is not the situation in this case, as the petitioner did turn in all
7 of the keys, though she did not do so until September 3, 2013, and signed a document on
8 September 3, 2013, that she did return her keys.

9 The respondent did provide a deposit disposition letter pursuant to RCW 59.18.280
10 within the required 14 days, however, because of circumstances beyond their control they
11 were unable to provide an exact amount for certain items. The statute specifically provides
12 for an exception in providing the notice under circumstances beyond the landlord's control.
13 This is supported by exhibits showing invoice dates after the 14 day period had expired.

14 The 14 day requirement did not start to run until September 3, 2013, because even
15 though the petitioner delivered her personal key, she did not return all of the keys as required
16 by the lease until September 3, 2013.

17 The respondent did admit he had been in court a few times concerning a deposit
18 disposition letter, however, indicated that in every case they had been through they basically
19 said that there is no way in the world they could get the bill inside of the time required and
20 therefore, it was beyond their control to give a final itemized bill within the 14 days. This is
21 not a case where the landlord failed to provide any deposit disposition letter within 14 days
22 and it is clear that they were complying with RCW 59.18.280 to the best of their ability.

23 CONCLUSION

24 The respondent, Madison Real Estate hereby requests that the decision of the Small
25 Claims Court be reversed and that the petitioner's complaint be dismissed and that respondent
26

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Reply Brief - 4

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be awarded court costs and pursuant to the terms of the lease, be awarded reasonable attorneys fees.

RESPECTFULLY SUBMITTED this 14 day of March, 2014.


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Reply Brief - 5