

FILED  
SUPREME COURT  
STATE OF WASHINGTON  
8/23/2023  
BY ERIN L. LENNON  
CLERK

102297-2

FILED  
Court of Appeals  
Division I  
State of Washington  
8/23/2023 3:24 PM

Appellate No. 847520

SUPREME COURT  
OF THE STATE OF WASHINGTON

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Landmark Properties, Inc, Respondent,

v.

Keith L. Arnold, Petitioner.

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PETITION FOR REVIEW

---

Keith Arnold, Pro Se Petitioner

109 S Division St # 634

Auburn, WA 98001

253-931-5183

KLA@bus.illinois.edu

TABLE OF CONTENTS

A. IDENTITY OF PETITIONER.....2

B. COURT OF APPEALS DECISION.....3

C. ISSUES PRESENTED FOR REVIEW (ASSIGNMENT OF  
ERROR).....3

Assignments of Error

No. 1 .....3

No. 2 .....3

No. 3 .....3

Issues Pertaining to Assignments of Error

No. 1 .....4

No. 2 .....4

No. 3 .....4

D. Statement of the Case.....5

E. ARGUMENT WHY REVIEW SHOULD BE  
ACCEPTED.....20

F. Conclusion.....23

APPENDIX.....A-1

TABLE OF STATUTES

RCW 59.18.020 Rights and remedies— Obligation of good  
faith imposed.....3, 5, 19, 20

RCW 59.18.060 Landlord—Duties.....5, 21

RCW 59.18.240 Reprisals or retaliatory actions by landlord—  
Prohibited.....5, 21

A. IDENTITY OF PETITIONER

I, Keith Arnold, pro se petitioner, ask this court to accept review of the Court of Appeals decision terminating review designated in Part B of this petition.

## B. COURT OF APPEALS DECISION

Unpublished opinion filed 7/24/2023. A copy of the decision is in the Appendix at pages A-2 through 6.

## C. ISSUES PRESENTED FOR REVIEW (ASSIGNMENT OF ERROR)

### Assignments of Error

1. The appellate court erred and violated the Rule of Law by not following RCW 59.18.020 Rights and remedies—Obligation of good faith imposed of the Landlord Tenant Act.

2. The superior court erred in accepting Landmark's notice to terminate tenancy reason as a good faith justification for the default judgment entered November 4, 2022.

3. The superior court erred in accepting Landmark's eviction summons as sufficient for the default judgment entered November 4, 2022.



## Issues Pertaining to Assignments of Error

1. Is it bias favoring the landlord and against the tenant and against the public interest and public good for the appellate court to ignore good faith requirements precedent to an action which were violated by the landlord? (Assignment of Error 1.)

2. Should a terminate tenancy notice that falsely claims the landlord found apartment damage that the tenant actually informed the landlord of be accepted as cause to evict the tenant especially when the tenant sent the landlord an email offering to move to another of the landlord's apartment's but the landlord said they didn't want the tenant in another apartment which should be viewed as retaliation? (Assignment of Error 2.)

3. Should a summons that states it has not been filed with the court be accepted as a court document (as if it were from the court and signed by the court) and not merely a lawyer's

document especially from a Pro Se Defendant's viewpoint?

(Assignment of Error 3.)

#### D. Statement of the Case

It states in RCW 59.18.020 Rights and remedies—Obligation of good faith imposed:

“Every duty under this chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this chapter imposes an obligation of good faith in its performance or enforcement.”

It states in RCW 59.18.060 Landlord— Duties:

“The landlord will at all times during the tenancy keep the premises fit for human habitation,  
  
and shall in particular:”.

It states in RCW 59.18.240 Reprisals or retaliatory actions by landlord—Prohibited:

“So long as the tenant is in compliance with this chapter, the landlord shall not take or threaten to take reprisals or retaliatory action against the tenant because of any good faith and lawful:”

“(2) Assertions or enforcement by the tenant of his or her rights and remedies under this chapter.

"Reprisal or retaliatory action" shall mean and include but not be limited to any of the following actions by the landlord when such actions are intended primarily to retaliate against a tenant because of the tenant's good faith and lawful act:

- (a) Eviction of the tenant;
- (b) Increasing the rent required of the tenant;
- (c) Reduction of services to the tenant; and
- (d) Increasing the obligations of the tenant.”.

Landmark’s response brief relies on a terminate notice stating

”At the end of May of 2022, Appellant was served a

120 day notice to terminate his tenancy based on the dwelling needing extensive remodeling and modification. (CP at 3-4, 12). “[Court of Appeals Response Brief p 2].

This corrected terminate notice was the second 120 day notice. The original terminate notice stated “Other good cause . Upon our biannual inspection today we found that the unit needs extensive modifications and remodeling. There is extensive damage to the bathroom the walls and tub surround that the tenant has failed to notify us of and therefore it is not healthy for him to be in there. The unit has not been remodeled for at least 18 years and many of the items are no longer viable. We have also had to issue multiple 10 and 14 day notices to this tenant with very little resolve.” [Appendix, A-9][also, in Court of Appeals Reply Brief Appendix, COAA]

The corrected terminate notice stated “Other good cause . Upon our biannual inspection 2 weeks ago (corrected time), we found

that the unit needs extensive modifications and remodeling. There is extensive damage to the bathroom the walls and tub surround that the tenant has failed to notify us of and therefore it is not healthy for him to be in there. The unit has not been remodeled for at least 18 years and many of the items are no longer viable. We have also had to issue multiple 10 and 14 day notices to this tenant with very little resolve.” [A-10][also, COAA]

At first Landmark tried to claim its inspection was “today” and it acted immediately the same day. Landmark changed the inspection to “2 weeks ago”..Both notices are dated 5-31-22. I received the original on 5-31-22 and the corrected one on 6-27-22.

Landmark also failed to do anything (or maybe even notice) the bathroom leak in March 2022 when it installed a bathroom fan [A-11][also, COAA]

Landmark rejected my resolution of my temporarily moving to another of their apartments [A-12][also, COAA]. Landmark didn't suggest I move to another apartment temporarily instead of giving me its 120 day notices.

Also, Landmark stated the apartment hasn't been remodeled for 18 years (the time I lived there). Apartment 404B next to mine has been vacate a few times in those 18 years. The 404B resident when I was evicted had only been there about 2 years or less (I think). Landmark had many opportunities to temporarily move me to 404B and renovate 404A in those 18 years but didn't.

The superior court states "On May 31, 2022, there was served upon defendant(s) in the manner provided in R.C.W. 59.12.040 a notice to terminate tenancy. Defendant(s) did not comply with the notice within the time period allowed by law and is/are now unlawfully detaining the premises." [CP 29]

My side and most of the statement of the case here was never entered in the superior court because after the case was filed I was not given a chance to respond and only received eviction documents.

I just received the Writ of Restitution and eviction notice Wednesday, November 9, 2022 when I got home about 5:30 pm. [CP40].

Landmark's terminate tenancy notice states, "[ X } Other good cause . Upon our biannual inspections 2 weeks ago (corrected time), we found that the unit needs extensive modifications and remodeling. There is extensive damage to the bathroom the walls and tub surround that the tenant has failed to notify us of and therefore it is not healthy for him to be in there. The unit has not been remodeled for at least 18 years and many of the items are no longer viable. We have also had to issue multiple

10 and 14 day notices to this tenant with very little resolve.”

[CP3][A-10].

The bathtub in my apartment has had wet stains along its top where it meets the wall and an opening where the bathtub should meet the wall from the top of the bathtub to the floor and a small pile of wet wall powder on the floor there since when I moved in in September 2004. The building appears to be on a slab foundation sitting right on the ground. I found a cleaner at Walmart that removed the stains for a few years but then it stopped working. I had never thought of it before but in the Spring 2022 it occurred to me that maybe the stains could be from an unseen water leak in the wall but that was just a guess. In March 2022 Brass replaced my bathroom fan. Later, in Spring 2022 Jim Brass' son Perry came to my apartment and did an inspection [CP3] of the kitchen and bathroom sink and started to leave after saying all was okay. Then before he left I



took him back into the bathroom and told him I thought the stain on top of the bathtub might be a leak. Perry said it was and since that was the wall I shared with Jim Brass they could probably access it from Jim's apartment. The stain and wall powder dried up after that.

About a couple weeks later I emailed Jim Brass on Tuesday 5-31-22 asking to use the lawnmower on Thursday, June 2, 2022 about 5:30 pm to 5:45 pm when I got home. Monday 5-30-22 and the weekend before I noticed the bathtub top and floor had stayed dry and were still dry. On Tuesday 5-31-22 when I got home about 6 pm, Perry was using the lawnmower to cut one of my neighbor's yard but I wasn't allowed to use it, and on my door was a terminate notice from Brass claiming their inspection found the leak [CP3]. Then when I went in my apartment the bathtub top and floor where wet again.

Brass became the resident manager in 2006 and has been inspecting my apartment since then and has done repairs in my bathroom but has never said anything about a bathtub leak. In a "9-13-22 3:22 pm email", I suggested I could move to one of their other apartments (the one by Perry appeared and still appeared vacant on November 10, 2022) so they could repair mine but Brass said in a 9-13-22 about 6:36 pm letter, "We are not going to supply another apartment for you as none are available, nor do we want to. Your tenancy has been full of problems." [A-12]

The superior court judgment states, "On October 16, 2022, the defendant(s) was/were served with a copy of the Summons and Complaint for Unlawful Detainer requiring an appearance and answer by October 25, 2022. Defendant(s) failed to appear or answer by the response date and is/are now in default." [CP29]

The eviction summons from Landmark's lawyer states, "This case \_ is/X is not filed with the court. If this case is filed, you need to also file your response with the court by delivering a copy to the clerk of the court at:" [CP8].

The eviction summons from Landmark's lawyer didn't state a statute [CP7-8] but on page 2 [CP8] did say it hadn't been filed with the court, so it looked like just an adversary's lawyer's document which made me think I couldn't rely on it. I was waiting for a government document which I never received. I never got to appear in a court hearing. Instead, I received a Writ of Restitution [CP40] from the sheriff. Landmark had made many eviction threats to me in and before 2022 [CP3].

Additionally in a '5-5-22 email" to Brass I complained he blocked access to the rent box making it harder to pay the rent. I repeated this complaint in my "9-13-22 email" to Brass.

When I moved in in September 2004, I had a side gate in my fence. On June 8, 2009, Brass removed my side gate and when I asked him to reinstall it, in a letter he refused and said “It is not necessary to have a gate there”. When I first moved in the first two resident managers said they would trim the bushes and did. Brass trimmed them when he first arrived but tried to tell me in 2007 I had to trim them even though I told him I didn’t know how to. Brass insisted I do the trimming, so I did and he and Landmark’s owner didn’t like how I did it and the owner told me not to cut them anymore and he understood that I thought the manager should do it because the previous managers had. However, Landmark’s owner and Brass still kept trying to pressure me to cut the bushes. I cut the grass when I could get the mower from Brass, but still Brass gave me many notices to cut the grass and when he gave me one in 2016 I filed a complaint with the Washington State Attorney General. I

updated that complaint when I got the eviction notice in  
November 2022.

After I filed the notice of appeal, Landmark's appellate lawyer  
sent me this email:

■  
**From:** Harbor Appeals and Law <office@harborappeals.com>  
**Sent:** Monday, January 9, 2023 10:50 PM  
**To:** Keith Arnold <kla@bus.illinois.edu>  
**Cc:** Harbor Appeals and Law <office@harborappeals.com>  
**Subject:** Landmark (tenancy, keith arnold)

Mr. Arnold,

I have entered a notice of appearance in this appellate matter. Attached. I  
notice you filed a statement of arrangement, or really statement of not filing  
them:

- [847520 State of Arrangements Plus 20230103221119D1299207 3646.pdf](#)
- [847520 Designation of Clerks Papers 20230103221119D1299207 1774.pdf](#)

This email is to let you know that my client would like transcripts (verbatim  
reports) sent up to the court of appeals.

Your statement of arrangements, or lack thereof, states, :

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON  
DIVISION I

Keith L. Arnold, )  
Appellant, ) Appellate No. 847520  
 ) King County No.: 22-2-18230-0  
v. )  
 ) STATEMENT OF ARRANGEMENTS  
Landmark Properties, Inc., )  
Respondent. )

I, Keith L. Arnold, appellant, notify this court that no report of proceedings will be filed because the superior court clerk said there are no minutes.

Date: December 30, 2022.

s/ Keith Arnold  
109 S Division St. #634  
Auburn, WA 98001  
phone: 253-93 1-5183

CERTIFICATE OF SERVICE

I, Keith L. Arnold, appellant, certify under penalty of perjury that on December 30, 2022 I mailed a copy of my STATEMENT OF ARRANGEMENTS and DESIGNATION OF CLERK'S PAPERS to: Puckett & Redford PLLC, Randy Redford/WSBA No. 21529, Tom M. Momingstar/WSBA No. 44245, 901 Fifth Avenue, Suite 800, Seattle, WA 98164, phone: 206-386-4800, Attorneys for plaintiff/respondent.

Date: December 30, 2022  
s/ Keith Arnold

Please note that court "minutes" are not transcripts or verbatim reports. You need to properly arrange for transcripts of the proceeding to be sent up to the court of appeals. You do so by utilizing a court certified court reporter. If a proper statement of arrangements is not filed by the Thursday, January 12, 2023, I will have to move the appellate court to instruct you to do so.

Best, and appreciate your time,

Drew

Drew Mazzeo  
Attorney at Law  
Harbor Appeals and Law, PLLC

2401 Bristol Court SW, Suite C-102  
Olympia, WA 98502  
Phone: (360) 539-7156  
Fax: (360) 539-7205



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This January 9, 2023 email to me states:

“I notice you filed a statement of arrangement, or really  
statement of not filing them:

This email is to let you know that my client would like  
transcripts (verbatim reports) sent up to the court of appeals.

Your statement of arrangements, or lack thereof, states, :”

and,

“Please note that court “minutes” are not transcripts or verbatim reports. You need to properly arrange for transcripts of the proceeding to be sent up to the court of appeals. You do so by utilizing a court certified court reporter. If a proper statement of arrangements is not filed by the Thursday, January 12, 2023, I will have to move the appellate court to instruct you to do so.”

I never was served with notice that such a motion was made in the appellate court.

It states in RCW 59.18.020 Rights and remedies—Obligation of good faith imposed:

“Every duty under this chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this chapter imposes an obligation of good faith



in its performance or enforcement.”

#### E. ARGUMENT WHY REVIEW SHOULD BE ACCEPTED

Following the Rule of Law is in the public interest; therefore, review should be accepted under RAP 13.4(b)(4). The Rule of Law applies to the Landlord Tenant Act including the parts that benefit the tenant as well as those that appear to benefit the landlord. In this case, “RCW 59.18.020 Rights and remedies—Obligation of good faith imposed” benefits the tenant, so the court of appeals ignored it and tried to skip to parts of the Landlord Tenant Act that appear to benefit the landlord.

The first step in the Landlord Tenant Act is RCW 59.18.020 Rights and remedies—Obligation of good faith imposed.

Landmark never noticed the leak in my bathroom wall until I figured it out and told them in 2022. Landmark stopped the leak but about two weeks later when I asked to use the lawnmower Landmark restarted the leak as cover to try to evict me.

Landmark violated the good faith requirement by making false claims in its notice to vacate. Landmark showed further bad faith by refusing to allow me to move to another apartment while it repaired mine. Landmark's giving false and bad faith reasons to terminate my tenancy means Landmark is not entitled to file for the baseless eviction nor receive the unjustified default judgment remedies.

My request for another apartment prior to the summons to allow repairs to my apartment and the "RCW 59.18.060 Landlord—Duties" duty of the landlord to provide premises fit for habitation plus the "RCW 59.18.240 Reprisals or retaliatory actions by landlord—Prohibited" prohibition against retaliations such as eviction against a tenant in compliance such as myself show the superior court was wrong in saying I am "now unlawfully detaining the premises".

Landmark does not say my rent was in arrears because I kept it current and only had payment problems caused by Landmark.

Also, I filed a statement with the appellate court that and why there will be no transcript because RAP and the appellate letter told me to file a statement. Landmark's appellate attorney never filing its threatened motion to the appellate court to force me to provide a transcript shows Landmark and their attorneys were wrong in claiming there was something to transcribe and I was right that there was not anything to transcribe. Also, this erroneous transcript claim by Landmark's appellate attorney underscores not trusting papers their first attorney called a "summons" but said hadn't been filed with the court.

It is my understanding (and probably the public in general at least non-lawyer part) that a court document is not a court document unless it is from the court, signed by the court, or at the very least filed with the court. Until the court case (lawsuit)

is filed with the court it seems definite that there is no court case (lawsuit) to appear in, especially to non-lawyers.

The superior court granting default judgment [CP28] on the same day (November 4, 2022) that the case was filed denied me a chance to present the facts of the case after it was filed. That left the court case with only Landmark's bad faith presentations.

#### F. Conclusion

For their years of causing me problems and retaliating against me and bad faith termination of tenancy excuses, Landmark should have to refund to me all my rent and fees paid since I moved in, plus add an equal amount for compensatory damages and another equal amount for punitive damages.

Also, Landmark should have to pay my current rent for a 9 month lease from November 14, 2022 the day I moved due to the eviction retaliation.

Also, especially since between receiving the eviction notice and moving out I told Landmark resident manager Jim Brass I was trying to build a house and asked for time to do so but Landmark said “no”, as I try to build a house after this 9 month lease expires either:

- 1 Landmark should have to pay my rent at my current address for up to 2 more years. This is the better choice since Landmark’s has caused me one extra move before I can move to a house and “2.” would be a second extra move. Also, Landmark “claimed” it didn’t have any available apartments.
- 2 Or for the lesser option, I should be allowed to move back into my 404 22<sup>nd</sup> St, SE, Apt. A apartment for no rent for up to 2 years .

For either option if I am unable to move into a house after 2 years, I should be able to move back into my 404 22nd St, SE, Apt. A apartment for normal rent.

Certificate of Word Count

There are 3,292 words contained in this document.

Dated: August 23, 2023

s/Keith Arnold  
Pro Se Petitioner

Service of Petition

It is my understanding that documents filed on the portal are automatically eserved on all parties. Therefore, this was filed and eserved on opposing counsel on August 23, 2023.

s/Keith Arnold  
Pro Se Petitioner

APPENDIX

Appendix Table of Contents

Court of Appeals decision.....A-2

RCW 59.18.020 Rights and remedies— Obligation of good  
faith imposed.....A-7

RCW 59.18.060 Landlord—Duties.....A-7

RCW 59.18.240 Reprisals or retaliatory actions by landlord—  
Prohibited.....A-7

Landmark’s original 120 day notice.....A-9

Landmark’s changed time 120 day notice.....A-10

Landmark’s 3-16-22 bathroom ceiling fan change notice....A-11

Landmark’s 9-13-22 letter refusing to allow Arnold a  
temporary apt.....A-12

FILED  
7/24/2023  
Court of Appeals  
Division I  
State of Washington

**IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON**

LANDMARK PROPERTIES, INC.,

Respondent,

v.

KEITH L. ARNOLD,

Appellant.

No. 84752-0-I

DIVISION ONE

UNPUBLISHED OPINION

FELDMAN, J. — Keith L. Arnold, representing himself, appeals the trial court’s order granting Landmark Properties Inc.’s motion for a default order and judgment. Because we find no abuse of discretion, we affirm.

FACTS

Landmark rented property to Arnold. On May 31, 2022, Landmark’s agent mailed a copy of a 120-day notice to vacate the premises to Arnold’s address. The agent also personally delivered a copy of the notice at Arnold’s address. According to the notice, following a biannual inspection revealing extensive damage to the bathroom wall and tub, Landmark was terminating Arnold’s tenancy to conduct “extensive modifications and remodeling.” The notice required Arnold to vacate the premises by September 30, 2022, but Arnold continued to occupy the property after that date.



No. 84752-0-1/2

On October 16, 2022, after Arnold refused to vacate the property as required by the 120-day notice to vacate, Landmark served Arnold with a summons and complaint directing him to respond by October 25, 2022, or lose the right to defend himself in court. The summons also provided phone numbers for free legal assistance. Arnold failed to respond to the summons and complaint as directed.

On November 4, 2022, Landmark filed an unlawful detainer action in the trial court along with a motion to enter a default order and judgment against Arnold. The trial court granted Landmark's motion after Arnold failed to appear or answer by October 25, 2022. Upon granting the motion the trial court directed the clerk of the court to issue a writ of restitution permitting the sheriff to remove Arnold from the premises.

Arnold appeals.

#### ANALYSIS

We review a trial court's decision on a motion for default judgment for abuse of discretion. *Morin v. Burris*, 160 Wn.2d 745, 753, 161 P.3d 956 (2007). Discretion is abused if it is exercised on untenable grounds or for untenable reasons. *Id.* A court likewise abuses its discretion "if the factual findings are unsupported by the record" or if "the facts do not meet the requirements of the correct standard." *Fowler v. Johnson*, 167 Wn. App. 596, 604, 273 P.3d 1042 (2012). "A default judgment constitutes an admission of all factual allegations necessary to establish the plaintiff's claim for relief." *Smith v. Behr Process Corp.*, 113 Wn. App. 306, 333, 54 P.3d 665 (2002). The default judgment does

No. 84752-0-1/3

not, however, admit any conclusions of law contained within the complaint or the amount of damages. *Id.* Having considered Arnold's arguments, we find no abuse of discretion.

First, Arnold argues that "the superior court erred in accepting Landmark's notice to terminate tenancy reason as a good faith justification for the default judgment entered November 4, 2022." We disagree.

Under RCW 59.18.200(2)(c)(i), a landlord may terminate a tenancy if it plans to "substantially rehabilitate" the premises. Here, the notice provided to Arnold explained that the building manager had found extensive damage to the bathroom walls and tub. The notice also explained that the "unit needs extensive modifications and remodeling" and it is "not healthy for [Arnold] to be in there." These are sufficient reasons to terminate the tenancy. Landmark also provided 120 days' notice before terminating Arnold's tenancy as required by RCW 59.18.200(2)(c)(i). Because Arnold continued to occupy the premises after the 120-day notice period, the trial court did not abuse its discretion in granting Landmark's motion for a default order and judgment.

Second, Arnold argues that the trial court erred in accepting Landmark's eviction summons as sufficient for the default judgment entered November 4, 2022. We disagree.

For a summons to be sufficient, it must comply with RCW 59.12.080, which states as follows:

The summons must state the names of the parties to the proceeding, the court in which the same is brought, the nature of the action, in concise terms, and the relief sought, and also the return day; and must notify the defendant to appear and answer

No. 84752-0-1/4

within the time designated or that the relief sought will be taken against him or her.

Here, the summons contained both Landmark's and Arnold's names, notified Arnold that the proceeding was taking place in King County Superior Court, and stated the relief sought (that Landmark sought to evict Arnold from the premises). It also stated the return date of October 25, 2022 in bold font in the center of the document. And it directed Arnold, "If you do not respond by the deadline above, you will lose your right to defend yourself . . . ." The trial court did not abuse its discretion in finding that the summons met the requirements of RCW 59.12.080.

Finally, Arnold argues that because the complaint was filed with the court on the same day Landmark's motion for a default order and judgment was granted, he was unable to refute any of Landmark's "bad faith presentations." We disagree.

The lawsuit here commenced on October 16, 2022, when Arnold was served with the complaint and summons. See CR 3 ("[A] civil action is commenced by service of a copy of a summons together with a copy of a complaint, as provided in rule 4 or by filing a complaint."). And according to the summons, Arnold had until October 25, 2022 to respond, which was a permissible return date. See RCW 59.12.070 ("A summons must be issued as in other cases, returnable at a day designated therein, which shall not be less than seven nor more than thirty days from the date of service . . . ."). Thus, contrary to Arnold's assertion, he had nine days to respond to the summons and was provided with information detailing how to respond to avoid losing the ability to defend himself in court. We reject Arnold's argument that he did not have

No. 84752-0-1/5

adequate time to respond to the summons and complaint before Landmark filed its motion for default. On this record, the trial court did not abuse its discretion in granting the requested relief. See RCW 59.12.120 (“If on the date appointed in the summons the defendant does not appear or answer, the court shall render judgment in favor of the plaintiff as prayed for in the complaint.”).

In the event that Landmark prevails on appeal, it requests attorney fees and costs pursuant to RAP 18.1, which permits a party to seek fees and costs if “applicable law grants to a party the right to recover reasonable attorney fees or expenses on review.” Here, RCW 59.18.290 states, “Where the court has entered a judgment in favor of the landlord restoring possession of the property to the landlord, the court may award reasonable attorneys’ fees to the landlord.” RCW 59.18.290(3). Because Landmark prevailed in the trial court and has likewise prevailed on appeal, we grant its request for attorney fees and costs subject to compliance with RAP 18.1. Having granted attorney fees and costs under RAP 18.1, we need not address Landmark’s additional request for fees under RAP 18.9.

We affirm.

Seldin, J.

WE CONCUR:

Díaz, J.

Chung, J.

RCW 59.18.020 Rights and remedies—Obligation of good faith imposed:

“Every duty under this chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this chapter imposes an obligation of good faith in its performance or enforcement.”

RCW 59.18.060 Landlord— Duties:

“The landlord will at all times during the tenancy keep the premises fit for human habitation,  
and shall in particular:”.

RCW 59.18.240 Reprisals or retaliatory actions by landlord—  
Prohibited:

“So long as the tenant is in compliance with this chapter, the landlord shall not take or threaten to take reprisals or retaliatory action against the tenant because of any good faith and lawful:”

“(2) Assertions or enforcement by the tenant of his or her rights and remedies under this chapter.

"Reprisal or retaliatory action" shall mean and include but not be limited to any of the following actions by the landlord when such actions are intended primarily to retaliate against a tenant because of the tenant's good faith and lawful act:

- (a) Eviction of the tenant;
- (b) Increasing the rent required of the tenant;
- (c) Reduction of services to the tenant; and
- (d) Increasing the obligations of the tenant.”.

*in apt door ~ 6-00p TU 5/31/22  
(at that time Perry (Brass son) was moving 4/12 22 rd apt door  
lawn  
+ 2 addresses  
next to it.*

**NOTICE TO TERMINATE TENANCY 120 DAY**

TO: Keith Arnold, 404 22<sup>nd</sup> St SE unit A. Auburn WA 98002

**AND ALL OTHERS OCCUPYING THE PROPERTY LOCATED AT:**

404 22<sup>nd</sup> St SE Unit A  
Auburn WA 98002  
King County

YOU ARE HEREBY NOTIFIED that your tenancy of the premises is terminated on September 30<sup>th</sup> 2022, and on that day you will be required to surrender possession of the premises to the Landlord.


**THE JUST CAUSE FOR THIS NOTICE IS—CHECK ONE OF THE BOXES BELOW:**

- Last day of the initial term of a 6 and 12-month Lease with automatic month-to-month rollover tenancy;
- Last day of the initial term of a 12-month Lease without an automatic month-to-month rollover tenancy;
- Other good cause . Upon our biannual inspection today we found that the unit needs extensive modifications and remodeling. There is extensive damage to the bathroom the walls and tub surround that the tenant has failed to notify us of and therefore it is not healthy for him to be in there. The unit has not been remodeled for at least 18 years and many of the items are no longer viable. We have also had to issue multiple 10 and 14 day notices to this tenant with very little resolve.

If you do not surrender possession of these premises on or before the date set forth above, judicial proceedings will be instituted for your eviction and you will be liable for all legal fees and court costs

DATED: 5-31-2022.

Landmark Properties  
William Mark (owner)  
Jim Brass  
Property manager

  
(Signature) \_\_\_\_\_  
5-31-22

NOTICE TO TERMINATE TENANCY 120 DAY

*MAILED 6/27/22 ~ 5:25p white male mailman at mailbox & handed it to me after I asked if he'd*

TO: Keith Arnold, 404 22<sup>nd</sup> St SE unit A, Auburn WA 98002

AND ALL OTHERS OCCUPYING THE PROPERTY LOCATED AT:

404 22<sup>nd</sup> St SE Unit A  
Auburn WA 98002  
King County

*done my box stand while he was at other stand next to it. He said no + scanned the handed this to me + no other mail. I opened my box as he checked for my mail because he asked what was it.*

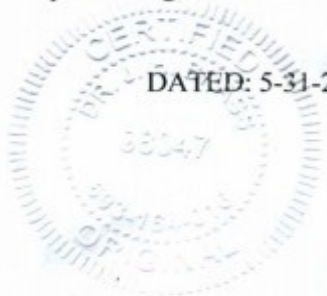
YOU ARE HEREBY NOTIFIED that your tenancy of the premises is terminated on September 30<sup>th</sup> 2022 and on that day you will be required to surrender possession of the premises to the Landlord.

**THE JUST CAUSE FOR THIS NOTICE IS—CHECK ONE OF THE BOXES BELOW:**

- Last day of the initial term of a 6 and 12-month Lease with automatic month-to-month rollover tenancy;
- Last day of the initial term of a 12-month Lease without an automatic month-to-month rollover tenancy;
- Other good cause . Upon our biannual inspection 2 weeks ago (corrected time), we found that the unit needs extensive modifications and remodeling. There is extensive damage to the bathroom the walls and tub surround that the tenant has failed to notify us of and therefore it is not healthy for him to be in there. The unit has not been remodeled for at least 18 years and many of the items are no longer viable. We have also had to issue multiple 10 and 14 day notices to this tenant with very little resolve.

If you do not surrender possession of these premises on or before the date set forth above, judicial proceedings will be instituted for your eviction and you will be liable for all legal fees and court costs

DATED: 5-31-2022.



Landmark Properties  
William Mark (owner)  
Jim Brass  
Property manager

*[Handwritten Signature]*  
\_\_\_\_\_  
(Signature)



*in apt door (in hole in screen door by handle bottom corner of hole section)*

10:15am  
WE 3/16/22

# Brass & Associates

Property Management Team  
404 22<sup>nd</sup> St SE Unit D Auburn WA, 98002  
206-227-5977

*Left by Brass  
advised sm?  
Perry? whom  
I saw  
walking away  
from my door*

## IMPORTANT NOTICE

March 16th, 2022

Mr. Keith Arnold

This Friday March 18th we will be coming in to replace your bathroom fan. Please make sure that there's room for us to get in there with a small ladder. We will be there at 1:00 o'clock so that you have had time to shower or whatever else you need to do. During the time we're working there you will not be able to enter the bathroom. Sorry for the inconvenience but we want to upgrade units.

Thank you,

Jim Brass  
Property manager

*FR 3/18/22 ~ 10:15A Perry came after Jim Brass left <sup>(Perry)</sup> no message <sup>before</sup> coming now. When Perry came several minutes later, I said I thought they were coming at 1pm. Perry said Jim sent him now but he can come later. I told Perry to come in. Perry "measured" the bathroom ceiling fan which he said he wanted to do first then he left saying he was going to get the fan. Several minutes later, Perry returned with a two wheel cart and said Jim said it was suppose to be 1pm and Jim said it was his "bad" (mistake) and Perry could come back at 1pm. I said ok but I won't be here. Perry asked me to text Jim permission to enter but I said I don't have text and Perry left. SA 3/19/22 1:21a when I returned home, my bathroom light and ceiling fan were on (Perry left them on since 1p?) and there was a long <sup>(screen)</sup> ~~mark~~ on my bathroom floor. SA 3/19/22 9:00a I found a 2nd long screw (just like 1st) in my dust pan in my bathroom.*

Tu 9/13/22 ~ 6:36p in apt door got hit by man asked door after 6:31p phone message from Jim Brass that I didn't answer the door, so he left a notice on my door. I've been home since 5:20p today & there was no knocks near 6:31p. I sent Jim email today ~ 3:20p about five issues, including he must come September 13<sup>th</sup> 2022 & get rent this month since rent slot blocked 9/5/22 & told him he needs outer wall rent slot & door bell.

Dear Mr. Arnold,

- 1) The dishwasher was repaired perhaps you were using the wrong type of soap.
- 2) Thank you for reporting the broken kitchen faucet we will look at it this week. Can you give me more details of what it's doing?
- 3) Paying rent Monday through Friday between one and five or sending through Zelle or cash app has been the policy for many years now. Of the 42 tenants you are the only one that complains or has a problem with it. You write checks for your rent so I know you have a checking account and can send it through Zelle. This is now the 13th, and you still not paid it you've had many opportunities. We sent a letter to alternates two months ago explaining that there are three ways to pay rent in person between one and five, by Zelle or cash app. As September 5th was a holiday, we were closed like everybody else.
- 4) We are going to remodel the entire apartment it has not been done for more than 10 years and the mold problems that you caused by not using the exhaust fan and has to be dealt with period we have to tear the sheetrock off and like I said we're going to do a total remodel. We are not going to supply another apartment for you as none are available, nor do we want to. Your tenancy has been full of problems. We have given you many notices that you have never dealt with.
- 5) You were notified almost six months ago that you had to be out by the end of September. If you fail to get out by then and an eviction process will be started with King County courts on October 1st. No exceptions. Procrasination on your part will not stop the illegal process on our part.
- 6) Please no the and close notice that in addition to rent late fees are now due. I curtis

Jim Brass  
Manager  
Landmark Properties

**KEITH ARNOLD - FILING PRO SE**

**August 23, 2023 - 3:24 PM**

**Transmittal Information**

**Filed with Court:** Court of Appeals Division I  
**Appellate Court Case Number:** 84752-0  
**Appellate Court Case Title:** Landmark Properties, Inc., Respondent v. Keith L. Arnold, Appellant

**The following documents have been uploaded:**

- 847520\_Petition\_for\_Review\_20230823152309D1312425\_3763.pdf  
This File Contains:  
Petition for Review  
*The Original File Name was Petition for Review and appendix.pdf*

**A copy of the uploaded files will be sent to:**

- drewteams@harborappeals.com
- office@harborappeals.com
- rredford@puckettredford.com
- tmorningstar@puckettredford.com

**Comments:**

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Sender Name: Keith Arnold - Email: KLA@bus.illinois.edu  
Address:  
109 S Division St. #634  
Auburn, WA, 98001  
Phone: (253) 931-5183

**Note: The Filing Id is 20230823152309D1312425**