COURT OF APPEALS, DIVISION II

OF THE STATE OF WASHINGTON

47188-4-II

DANIEL and MAUREEN KRULL,

Plaintiff/Respondent

v.

AIKO LAWSON,

Defendant/Appellant

REPLY BRIEF OF APPELLANT

Appeal from Judgment 14-2-03485-1
of the Superior Court of Clark County
dated December 26th, 2014
The Honorable Judge Gregerson

Aiko Lawson
Pro Per-Appellant
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A. REPLY

This appeals stems directly from an unlawful detainer case in which the appellant states that the court was in error for finding for the respondent. This reply addresses the Brief of the Respondent. In the Introduction of this brief, the respondent states that the Court was correct in finding for the Respondents (The Krulls).

In the Statement of Facts page 2, it states that the landlord sought to renegotiate the terms of the lease. There was no negotiation CP 29-38. On the last day of the grace period per the original lease agreement, Ms. Lawson contacted Mr. Krull and said she was going to be late. His response was a barrage of threats. At that time Ms. Lawson offered to get a payday loan and pay it that day, which was the last day of the grace period. Mr. Krull refused to accept this payment unless she signed a new lease agreement changing the due date from the 10th of each month to the 1st of each month, reducing the grace period and increasing the late fees. At no time did Mr. Krull issue a 3 day notice per 59.12.030. In fact, he refused to do this and stated that he would refuse any payments from her unless she signed a new lease agreement and that he would blacklist her and make her life miserable. CP 29-38 and RP page 11 17-25, RP 22 lines 22-24, RP 33

lines 11-16, RP page 35 lines 12-21. He also acknowledged that he had spent the deposit money for his personal use in building their new home CP 29-38 in violation of RCW 59.18.270.

Respondent's brief page 3 states that Mr. Krull posted a copy of a 3 day notice on the front door and mailed a copy to Ms. Lawson. The copies posted on the front door and mailed were filled out by hand by Mr. Krull and were different from each other and even different from the one submitted to court, Exhibit 3, CP 15. There was also a 10 day notice posted also on the front door and mailed. Again, this 10 day notice was handwritten by Mr. Krull and was different from each other and different from the one submitted to court. This 10 day notice also brought up the alleged deficiency in rent, late fees and the presence of two additional dogs on the property. The lease agreement itself did not state the amount of notice that would be given but 59.12.030 states three days. However, it was ambiguous to have both of these notices address the alleged deficiency in rent. Also, it changed the late fees although the lease agreement states that no changes may be made to unless in writing signed by both tenant and landlord CP 11 clause 25. This 10 day notice was included in the Unlawful Detainer action filed on December 9th even though it had not expired at that time. RCW 59.12.040 states the terms under which such notices can be given. Posting

the notice is only valid if the party's place of residence is not known or knocking on the door to ascertain that no one of suitable age and discretion is present, neither of which was done per the witness statement filed with the court. Thus the time for the notice would start a day after it is mailed. The post mark on the envelope of the notices mailed by Mr. Krull is December 6th, 2014. Thus neither notice had expired when the Unlawful Detainer action was filed. There is dispute as to whether the 3 days are longer per CR 6 but for the purposes of this reply it is not being pursued as such.

Respondent's brief page 4 states that Ms. Lawson only contended that she was not deficient in paying her December rent because of the lease agreement. This is not true. Ms. Lawson contended she was not deficient in paying her December rent because she had been paying over the amount due each month to the point where her rent was current through February 10th. Nowhere in the Respondent's brief as in their court testimony, filed papers or court exhibits did they present any 'proof' to support Ms. Lawson was deficient in her rent. RP page 32 lines 14-24, page 33 lines 1-10 and page 51 lines 8-11 page 55 lines 13-18 page 59 line 24 and page 60 lines 2-8. Ms. Lawson had receipts when she deposited funds into Mr. Krull's bank account and that dispute that she was deficient CP 44-47. The Respondent's brief states that Ms. Lawson's proposed solution to paying the May rent

within the grace period was for Mr. Krull to use her security deposit. That was broached by Ms. Lawson but she also stated that she could take out a payday loan and pay it that day, which was the last day of the grace period (rent due the 10th with five day grace period) but Mr. Krull refused to accept any payments at all even within the grace period unless she signed a new lease agreement. CP 29-38 and RP page 11 17-25, RP 22 lines 22-24, RP 33 lines 11-16, RP page 35 lines 12-21.

Respondent's brief page 5 stated that Ms. Lawson argued that the addendum should be rescinded because she signed it "based on coercion or threats". That was part of the reason since legally, Mr. Krull should have issued a 3 day notice and not refused Ms. Lawson's payments. "Rejection of rent tender does not constitute being deficient in payment of the rent. *" Housing Authority of Grant County, Appellant, v. Lynn Newbigging, Respondent 19175-3-III (2001).* However, she also felt the addendum should be rescinded because what was presented as a true and valid lease agreement was not the same as what she had signed. A paragraph had been added to the first page and false notarization. The laws are very specific as to what the landlord can do legally if their tenant is going to be late. Using blackmail and refusing their attempts at payments are in no way consistent with negotiation.

B. RESPONSE TO RESPONDENT'S BRIEF ARGUMENTS

1. Re: "STANDARD OF REVIEW"

Ms. Lawson totally agrees with what Attorney Bennett's office has stated here but for reasons contrary to what they are stating. The trial court's findings were not supported by substantial evidence but only here-say and twisted innuendos. It is correct that the trial court's decision be reviewed if it is manifestly unreasonable, exercised on untenable grounds, or exercised for untenable reasons, with the last category including errors of law. " Markland v. Wheeldon, 29 Wash.App. 517, 522, 629 P.2d 921 (1981); Kelly v. Schorzman, 3 Wash.App. 908, 912-13, 478 P.2d 769 (1970).

2. Re: "THE TRIAL COURT PROPERLY CONCLUDED THE TENANT WAS GUILTY OF UNLAWFUL DETAINER"

As Ms. Lawson has stated numerous times in her brief, in her filed Court Papers and in testimony, she had paid rent above and beyond that what was due for December 2014. This is supported by the paperwork she filed showing her receipts CP 44-47 and even Mr. Krull's testimony that

she had only paid $1,395 in late fees over two months. RP Page 60 lines 2-9. The total amount deposited into Mr. Krull's bank account over and above this $1,395 accounted for the rent being paid through February 10th, 2015.

3. Re "THE TIRAL COURT PROPERLY REJECTED TENANT'S CLAIM THAT THE ADDENDUM TO RESIDENTIAL LEASE AGREEMENT WAS VOID FOR HAVING BEEN SIGNED UNDER DURESS."

Under oath, Mr. Krull strongly denied ever saying most of the things in the exchange of phone calls and texts RP page 34 but now in this Respondents' brief they do not deny any of that but state it does not rise to the level of duress. Repeatedly Mr. Krull made assertions that were either not found to be true or not supported by any evidence. The Court found that the signing of this addendum did not fit their criteria for duress. The Court also stated that they felt Mr. Krull had the right to carry out his legal rights under Washington Landlord/Tenant Law, RP 71 lines 12-13. There is no legal right to refuse to issue notice when a tenant is in default of the rent past the grace period. There is no legal right to refuse payments when

offered which Ms. Lawson brought up several times and Mr. Krull under oath acknowledged that he refused to accept any payments. RP 33 lines 14, 15. Ms. Lawson specifically brought up to Mr. Krull issuing a 3 day notice and he ignored her and said it was his house and he could do whatever he wanted CP 29-38. It is Ms. Lawson's contention and remains her contention that there are specific statutes to protect both the landlord and the tenant which must be followed. Mr. Krull had the right to issue a notice in May 2014 if Ms. Lawson had not paid her rent within the grace period. As the lease did not give a specific amount of notice it could be a 3 day (per statute) or longer per discretion of Mr. Krull but notice of some sort with a minimum of 3 days is mandatory. This is per 59.12.030. However, he had no right to not issue any notice and just state that he would refuse any payments, proceed with eviction, blacklist Ms. Lawson, etc. unless she signed this addendum. That is contrary to the law and the court violated their discretion by allowing that Mr. Krull did not have to follow the statutes in place. The court also violated their discretion by stating Mr. Krull had the right to carry out his legal rights under Washington Landlord/Tenant Law because he did not follow the law. He resorted to not following the law, not issuing

notices, refusing payments and using threats. CP 29-38 and RP page 11 17-25, RP 22 lines 22-24, RP 33 lines 11-16, RP page 35 lines 12-21.

4. Re: "THE TRIAL COURT CORRECTLY FOUND THAT THE EVICTION NOTICE WAS LEGALLY SERVED."

As stated previously and to prevent redundancy, see page 5 and the first paragraph of page 6 previous. RP 4 lines 23-25 and RP 5 lines 1-18. "Service of process requirements are strictly construed and enforced to protect defendant's due process rights" *Hastings v. Grooters*, 144 Wn. App. 121, 131, 182, P.3d 447 (2008).

5. Re" THE TRIAL COURT CORRECTLY FOUND THAT ORIGINAL PROCESS WAS LEGALLY SERVED."

There is no proof that the trial court made any ruling on this matter at all but glossed over the deficiencies noted on December 19th, 2014
RP 4 lines 23-25 and RP 5 lines 1-18 without going into detail about the matter or allowing any testimony from Ms. Lawson's son, Tristan, RP 57 line 12. Page 17 of the Respondent's brief states that Ms. Lawson is arguing that her 17 year old son is not of 'suitable age and discretion'. Ms. Lawson

has one 17 year old son, Tristan Ryan Lawson, who resides with her (Exhibit 1 clause 3) and goes solely by the name Tristan. However, he is not who was served and the individual who was served was outside of the residence. There is no 'Sam' that lived with Ms. Lawson and her son. They had no roommate there. Ms. Lawson had thought that perhaps it was her son that was served but it was not. It was a friend of her son's that was waiting on the front porch to see if Tristan came home. A process server came up to 'Sam' and asked his name which shook him up as he had no idea who she was. She left these papers with him without even telling him what the papers were or what the purpose was or even for whom they were intended. CP 53 lines 1-5. The Respondent's brief state RCW 59.12.080 and RCW 4.28.080 which specifically address either personal service or service with some person of suitable age and discretion then resident therein. There was no one living in that residence by the name of Sam. The individual served did not even see Tristan Lawson until two days later as the two teenagers live in the same neighborhood but attend different schools and lived several blocks away from each other. Two days later, the individual served was at another friend's home near where Ms. Lawson was residing and saw Tristan come home and gave him the papers in the driveway of Ms. Lawson's residence. If the courts were to find that this was proper service

in an indirect fashion, then it violates the notice date of having seven days to respond to a summons as the Lawsons' did not have it in their possession until December 11th and response per the Summons was required by December 17th in violation of RCW 59.12.070. Trying to get a direct and totally correct response as to what occurred from a teenager is difficult but that is why the service was on an individual named 'Sam' when there is no 'Sam' that was in residence at that location.

6. Re: "REQUEST FOR AWARD OF RESPONDENTS' ATTORNEY'S FEES AND COSTS."

As Ms. Lawson is not represented by an attorney but is pursuing this appeal pro se and acting as her own attorney, spending great time researching for the appeal, reviewing case filings and take time to file the papers make phone calls, etc. As she is not an attorney, she is not eligible for attorney fees. In the Declaration in Support of Request for Attorney's Fees, CP 62, Attorney Bennett submitted to the court, on the original case, Mr. Bennett charged all time to the case based on his attorney costs despite any work by his law clerk CP 62 Paragraph 3. As he has given this option to calculate costs based on a law clerk who does not require having a law degree, Ms. Lawson is calculating her time based on the billing rate presented by Attorney Bennett for a law clerk. In addition, she requests the consultation

costs that she incurred in getting legal advice for this appeal. This is per RCW 4.84.330 and should be as fair and equitable for the party being represented and the party not being represented. If the party not being represented prevails, they should be able to be compensated for the vast amount of legal research, documentation and time required to go forward with this appeal process. *"Computer research expenses used to prepare a brief for the appeal, the court considers such expenses to be an aspect of attorney fees regardless of whether actually done by an attorney, so long as the expenses are reasonably incurred. The use of computer-aided legal research is the norm in contemporary legal practice.* "Absher Const. Co. V. Kent Sch. Dist. No. 415, 79 Wash. App. 841, 848, 917 P. 2d 1086, 1995 WL 866175 (Wash. Ct. App. 1995). Pursuant to RAP 18.1, Appellants request this court rule that Ms. Lawson is the prevailing party and grant an award to recover their attorney fees and in specific expenses including research incurred in this appeal as allowed by law.

IV. CONCLUSION

For the reasons stated above, and in specific the lack of 'proof' that there ever was a deficiency in the rent due on the property in question, Ms.

Lawson respectfully request that the Court of Appeals overturn the trial court's decision, judgment and allow for an award of the Appellant's costs, attorney fees and all other costs associated with having to move three months earlier than the end of her lease agreement and for pursuing this appeal process.

V. REQUEST FOR WAIVER OF ORAL TESTIMONY

It is respectfully requested that the Court of Appeals proceed promptly with review of this case without any further hearings. All documents on both sides have been filed (although I am unsure why the Respondent felt the need to file the same exact items as Exhibits when they have already were included in the court papers filed by the Appellant) as well as briefs by both parties.

RESPECTFULLY SUBMITTED this 19th day of April, 2015.

Aiko Lawson

Aiko Lawson, Pro Per 360-448-9858

COURT OF APPEALS DISTRICT II COURT OF WASHINGTON

Aiko Lawson, Appellant (s), vs. Daniel and Maureen Krull, Respondent(s).	No. 47188-4-II CERTIFICATE OF SERVICE of Appellant's Reply Brief

CERTIFICATE OF SERVICE

I, Matthew Christy, certify under penalty of perjury under the laws of the State of Washington that, on the date stated below, I did the following:

1. I am not a party to the above-entitled action or interested therein.
2. I am a resident of the State of Washington and over the age of 18 years, and I am otherwise competent in all ways to be a witness herein.
3. I served the following:
   a) Reply Brief of Appellant
4. The papers were served to the following individual at their workplace by leaving a copy directly with the receptionist:

   Attorney Robert E. L. Bennett 1614 Washington Vancouver, WA 98660.

5. The papers were also mailed to the court of Appeals by placing the original and a copy in a manila envelope, paying postage on such and leaving it at the post office on this date addressed to:

Case Manager: Cheryl
Washington State Court of Appeals Division II
950 Broadway, Suite 300
Tacoma, Washington 98402-4454

6. Completion of this service was as of end of the business day on April 20th, 2015.

DATED at Vancouver, Washington, this 20th day of April, 2015. Matt Christy