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DEPARTMENT OF
JUDICIAL ADMINISTRATION
KING COUNTY, WASHINGTON

NO. 69603-3-1

**COURT OF APPEALS
STATE OF WASHINGTON
DIVISION 1**

FRANCINE PALMER-BENJAMIN

Appellant/Defendant,

v.

COMPASS HOUSING ALLIANCE

Respondent/Plaintiff,

SUPPLEMENT (REPLY) BRIEF OF APPELLANT

**Francine Palmer-Benjamin
8331 Wabash Avenue South
Apt# 2
Seattle, WA. 98118-4785
206-790-8862**

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STATE OF WASHINGTON
COURT OF APPEALS
DIVISION 1

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A. ARGUMENT

The Writ Of Restitution issued against the appellant is unenforceable, since it flows from Misrepresentation, Fraud and Deception. Ms. Palmer-Benjamin was never given the forms by her landlord Compass Housing Alliance as required by the Tax Credit Lease Rider of the Lease Contract. The 10-day notice was in and of itself a Fraudulent (CP 1-3) document, that stated that Ms. Palmer-Benjamin re-certification is Prior to her anniversary month (August 2012) which is false. The Lease Contract actually says ' Ms. Palmer-Benjamin re-certification is 'During' her anniversary month (August 2012) Furthermore, the 10-Day Notice falsely claims that Ms. Palmer-Benjamin was in violation of her lease contract in June 2012. There is absolutely 'Nothing' in the lease contract that command and or requires Compass Housing Alliance nor Ms. Palmer-Benjamin to perform, engage nor sign any documents as a condition of her tenancy nor of any Federal Tax Credit allocation. In fact 'How' can Ms. Palmer-Benjamin be in violation of a term and or condition for a time period that doesn't existence? It isn't Ms. Palmer-Benjamin fault that Compass Housing Alliance failed to give her the re-certification forms.

A. Misrepresentation of Material Facts

The Misrepresentation of material facts is based on opposing counsel own testimony at the November 9, 2012 hearing, RP 7:1-8 Mr. Walsh willfully, falsely stated Ms. Palmer-Benjamin meant with a compass housing alliance case worker that gave her re-certification packet to fill out, Mr. Walsh falsely stated that his client(s) received the recertification packet back minus signature page. Ms. Palmer-Benjamin has never meant with any one, nor had she ever been given re-certification packet nor can Mr. Walsh, or his client(s) produce such forms from Ms. Palmer-Benjamin. That whole scenario has been fabricated by Mr. Walsh. Mr. Walsh, misrepresented material facts by falsely stating that Ms. Palmer-Benjamin was at someone's office to pay September 2012 rent, when in fact Ms. Palmer-Benjamin rent payment were always paid via mail, she was never at any one's office as falsely stated by Mr. Walsh (RP 7: 13-15) nor was she in anyone office, nor was she given a re-certification packet as Mr. Walsh falsely states statement made willfully or recklessly, which causes lose to another.

Mr. Walsh and his client(s) have had three occasions to produce evidence in the form of this case worker written records showing the date, time this case worker meant with Ms. Palmer-Benjamin neither Mr. Walsh nor his client(s) can explain to the court how is it possible for Ms. Palmer-Benjamin to be at St. Mary's Catholic Church, located at 611 20th Avenue South, Seattle and at Compass Housing Alliance, located at 419 S. 2nd Street, Renton, WA at the same time? I'm sure based on Mr. Walsh pass record for making false statements he will invent some false scenario as to how I can be in two places at one time. Mr. Walsh states in Response Brief, page 12 (15) that Ms. Palmer-Benjamin make hay out denying she brought a anti-harassment case against her landlord Compass Housing Alliance. Peter Madril was never Ms. Palmer-Benjamin Landlord nor was he the manager at Compass Housing Alliance as falsely stated by Mr. Walsh. The Manager is Denise Missak. Mr. Walsh has consistently shown a total disregards for the truth and as a result this is a violation of RCW 74.04.004:define fraud as the intentional deception or misrepresentation made by a person with knowledge that the deception could result in some unau-

thorized benefit to himself or herself or other person'. Also it is in violation of RCW 9a.76.175: defines a person who knowingly make a false or misleading material statement to a public servant is guilty of a gross misdemeanor. Material Statement means a written or oral statement reasonably likely to be relied upon by a public servant in the discharge of his or her official power or duties. Because of Mr. Walsh consistently making false statements to this tribunal he is in violation of RPC 8.4(c) and (d), which provide that 'It is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation or to engage in conduct that is prejudicial to the administration of justice.' Why Mr. Walsh continue to make false statements can be sum up in 'Lack of Creditability'. When Michael Morgan make his complaint it was against Peter Madril not Compass Housing Alliance. When Ms. Vanessa Young make her complaint it was not against her landlord Compass Housing Alliance, it was against Peter Madril. When Ms. Sally Mary De Leon make her complaint it wasn't against her landlord Compass Housing Alliance, it was against Peter Madril for his own personal bad behavior. Veterans

know their 'Change of Command' and Peter Madril isn't the Manager of Compass Housing Alliance/Renton as Mr. Walsh keep falsely claiming. When Nelsa and her husband make their complaint it regarding Peter Madril, not against the landlord Compass Housing Alliance. The case numbers Mr. Walsh cites in Response Brief page 12(15) case # 125-03040, 12-2 28706-6 SEA as being Francine Palmer-Benjamin v. Compass Housing Alliance is patently false. In both cases it is Francine Palmer-Benjamin v. Peter Madril. Because Mr. Walsh has consistently demonstrated that he is fundamentally dishonesty, it is a major component that this court must consider in reviewing the totality of this case. The testimony at the November 9, 2012 hearing Mr. Walsh stated, he told Compass Housing Alliance not to accept any rent payments from Ms. Palmer-Benjamin because that would jeopardize the scheme to file a lawsuit against her. RP 7: 9 -15.

B. RENT PAYMENTS

Mr. Walsh in Response Brief, page 13 (D) that the eviction is not based on non-payment of rent but rather on the 10-Day Notice to Comply or vacate, if that is Mr. Walsh claim, the question has to be ask why in of this same brief, page 4 (10) (11) states that rent amount of \$443.90 is owed. If that is Mr. Walsh position why then did he tell his client CHA not to accept any rent payments from Ms. Palmer-Benjamin, as noted at the November 9, 2012 RP 7:13-15. It was not that Ms. Palmer-Benjamin didn't pay her rent but all of her payments were returned back to her per Mr. Walsh instructions. Mr. Walsh wants to claim that Ms. Palmer-Benjamin is in default of rent, she should have been issued the mandatory 3-Day Notice to Pay or Vacate. where a tenant is in default in payment of rent, RCW 59.12.030 (3) requires that the tenant be served with a written notice to pay rent or vacate the premises within three days from the date of service. This is in fact mandatory whether the landlord wants the rent or just wants the tenant out and does not want the rent. Mr. Walsh can't argue

that this isn't about rent on one hand and claims on the other hand he and his client want the very same rent payments that Ms. Palmer-Benjamin had submitted and they were refused by Compass Housing Alliance, per Mr. Walsh instructions. At November 9, 2012 hearing, RP 7:13-15 and RP 8:1-3 Mr. Walsh stated that rent was a matter of negotiations. Exactly who is Mr. Walsh negotiating with? It certainly isn't Ms. Palmer-Benjamin, because until the November 9, 2012 hearing, she had never saw Mr. Walsh before. Mr. Walsh couldn't be in negotiation for rent for a future forum with Housing Justice Project attorney Jacob Wicks, the HJP do not provide on-going legal representation per HJP rules and protocol. According to HJP no one was in a 2 ½ meeting with Mr. Walsh, as he claims on page 11, paragraph 2 Response Brief. Via HJP on protocol they have limited time to spend on each tenant case. The HJP operates from 8:00am to 10:30 am, Monday - Friday.

**C. U.S. DEPARTMENT OF VETERANS AFFAIRS
GRANTS AND PER DIEM PROGRAM**

The grants and per diem programs is a VA's Homeless Provider which is offered annually by the Department of Veterans Affairs to fund community agencies, such as Compass Housing Alliance that provide service to homeless veterans. The purpose is to promote the development and provision of supportive housing and or supportive services with the goal of helping homeless Veterans achieve residential stability, increase their skill levels and or their income, and obtain greater self determination. Because Compass Housing Alliance is a participate in the Grants and Per -DiemVA Program and it is a non-profit community agencies it is also held to the same legal standards as any other "Public assistance" or "public assistance programs. Therefore, the 10 - Day Notice To Comply With Lease or Quite Premises for violations that are not in or part of the Lease Contract but rather allegations concocted to deceit the 'Court'. The lease contract clearly proves that the re-certification should have been during her anniversary month, as noted on page 37-38, under Income Re-certification, the lease contract,there was no violations on June 11 nor June 19, 2012.

The 10-Day Notice Falsely claim that Ms. Palmer-Benjamin was in violation of her lease contract in June 11 and June 19, 2012 is another allegation designed to deceit. Compass Housing Alliance never gave Ms. Palmer-Benjamin any documents, letters, forms of any kind and there is no clause or requirements, in the lease contract that Compass Housing Alliance or Ms. Palmer-Benjamin is to perform some requirements in the month of June 2012. The 10-Day Notice, filed with the Unlawful Detainer Complaint meet the definition of fraud under RCW 74.04. 004(3) defines “Fraud” an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person”. RCW 74.04.004 Address Public assistance or public assistance programs. The statute doesn't restrict itself to State only public assistance or public assistance programs as alleged by Mr. Walsh. (Response Brief, page 12, 1st paragraph). Opposing counsel fail to understand that the Fraud is proving by the lease contract itself. The facts that the 10 Day Notice is not based on any terms in the lease contract and that the violations cited are contrived.

D. THE RENTAL LEASE CONTRACT

The three (3) most authoritative and important documents in this case is the Rental Contract, because it tells the court exactly what terms there are, what are the contractual obligations of both the landlord and the tenant. Lease contract proves and disproves a variety of issues. The Verbatim Report/Audio Record can prove who said what, and how long each individual spoke. It also tells the temperament of the presiding judge/commissioner hearing the case. The H.J.P. (Housing Justice Project) attorney official Case Notes, answering the questions of what, when, where, why and how. Compass Housing Alliance failed in its contractual responsibility to give Ms. Palmer-Benjamin the Re-Certification documents as required by the Lease Contract. The lease contract disproves that 10-Day Notice, that falsely stated that she violated term in her contract in June 2012. The lease contract proves there was nothing for her to do in June 2012, that is why she was never given re-certification paperwork. The lease contract disproves the false allegations made by Mr. Walsh, that Ms. Palmer-Benjamin meant with a case worker and was given a re-certification packet.

There would have to be case records proving that a case worker meant with Ms. Palmer-Benjamin, on a particular day, at a certain time, at a specific place to discuss re-certification with her and case worker gave Ms. Palmer-Benjamin a re-certification packet. If there was such as meeting why didn't this case worker provide her employer Compass Housing Alliance attorney with those records. The reason why there are no such records, is because Mr. Walsh make it up to prejudicial in the administration of justice, which is a clear violation of RPC 8.4 (c) and (d) which provide that it is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation or engage in conduct that is prejudicial to the administration of justice” Mr. Walsh states in Response Brief, on page 11 RP 7,8 that the issue of the fraudulent 10-Day notice that Ms. Palmer-Benjamin were resolved during negotiation is a blatant Lie by Mr. Walsh and he further compound his dishonesty by falsely claiming that in the CP 3, Rider Annual Re-certification on talks only says 'once every twelve months'. I'm confident that the court will read the Tax Credit Lease Rider, which clearly states: “The owner(s) or manager of this property will give to you (Tenant) the

required forms to declare and verify income and assets from all sources” It is Compass Housing Alliance responsibility to give to the tenant the necessary forms. It isn't Ms. Palmer-Benjamin fault that Compass Housing Alliance never gave her the forms as required by the Lease Contract, nor is it Ms. Palmer- Benjamin fault that Mr. Walsh is Fundamentally Dishonest not only to this court but he has been dishonest throughout this legal process. He further insults the court's intelligent by saying that changing the word from 'During' in the Lease Contract to the 'word 'Prior' is of no consequence is not only absurd but 'obtuse as well. We all learned in grade school that the changing of a single word, can change the entire meaning of a sentence,quote,a phase. Everyone who file a tax return know that the deadline is “ By “ midnight (April 15) by Mr. Walsh logic if you change the word “By” midnight to the word “Prior” to midnight it changes the meaning of the the deadline for filing your tax return. Mr. Walsh is not only dishonest but he insults the court's intelligent by claiming words don't matter. The two most important pieces of evidence in this whole case is the Lease Contract and the Verbatim Report, they

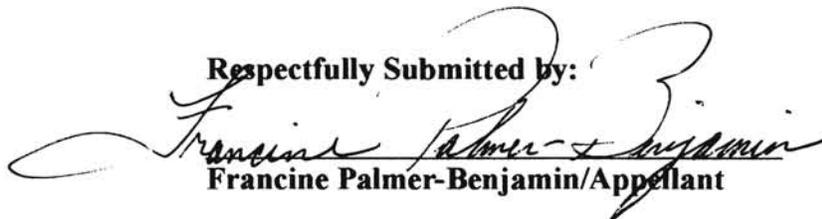
debunk all of Mr. Walsh false statements, they show the court the level of dishonesty demonstrated by him. Both documents disprove Mr. Walsh false statements RP 7: 1-7 which he falsely claim that there was a the re-certification packet that can back from Ms. Palmer-Benjamin minus the signature page? The reason that there is no such document is because Mr. Walsh make it up. It is not Ms. Palmer-Benjamin fault that she was never given the required re-certification forms and No one from CHA came to Saint Mary's Catholic Church in Seattle to see her either.

CONCLUSION

Ms. Palmer-Benjamin seek release from the Writ of Restitution
The evidence shows that the judgment flows from fraud, deceit
and misrepresentation. The Court of Appeal has a moral obliga-
tion and the authority to reverse, remand, modify, when it finds
there was an error at the lower court. Ms. Palmer-Benjamin has
provided compelling evidence that shows the judgment is void-
able, as a result of fraud, deception, and misrepresentation and
Accordingly, Ms. Palmer-Benjamin should be granted release
from the Writ of Restitution

Dated this 26th day of August, 2013

Respectfully Submitted by:


Francine Palmer-Benjamin/Appellant

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

FRANCINE PALMER-BENJAMIN
Appellant,

No. 12-2-30597-8KNT
No. 69603-3

vs

CERTIFICATE OF SERVICE

COMPASS HOUSING ALLIANCE
Respondent(s),

I certify under penalty of perjury under the laws of the State of Washington that,
on the 26th day of August, 2013, I hand delivered a copy of the foregoing

document(s) Supplement (Reply) Brief Appellant to Respondent(s)

Attorney(s) Puckett & Reedford PLLC at 901 5th Avenue
Suite # 800, Seattle, WA 98164

On the 26th day of August, 2013, I mailed a true copy of the foregoing

document(s) Supplement (Reply) Brief Appellant to Respondent(s) Attorney(s) at

Puckett & Reedford PLLC, 901 5th Ave. Ste # 800, Seattle, WA 98164

by regular mail/certified mail, postage prepaid.

Dated this 26th day of August, 2013, in Seattle (City), WA (State)

Francine Palmer Benjamin
Signature