

NO. 47766-1-II

**COURT OF APPEALS, DIVISION II
OF THE STATE OF WASHINGTON**

NARROWS REAL ESTATE, INC., d/b/a RAINIER VISTA MOBILE
HOME PARK,

Respondent,

v.

MHDRP, CONSUMER PROTECTION DIVISION, OFFICE OF THE
ATTORNEY GENERAL,

Appellants.

**BRIEF OF RESPONDENT/CROSS APPELLANT
STATE OF WASHINGTON**

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I. INTRODUCTION

For almost two years, Rainier Vista Mobile Home Park charged its mobile home park tenants more than the “actual utility cost” for water. Rainier’s tenants paid \$88,445.77 more for water than they should have. Rainier should not be permitted to violate the law at the expense of its tenants and each tenant who was overcharged should be fully reimbursed.

Rather than permit efficient resolution of these excess charges as the Manufactured/Mobile Home Landlord-Tenant Act contemplates, Rainier would require each aggrieved tenant to file a separate complaint before the Manufactured Housing Dispute Resolution Program (the Program) could investigate or require reimbursement for these tenants. This is not what the legislature intended, and while landlords would certainly benefit from such a requirement, this would bog down the dispute resolution system and all but ensure that landlords would not have to fully reimburse all affected tenants for overcharges.

In this case, a tenant filed a complaint with the Program alleging that Rainier was overcharging her for water each month. During the investigation, Rainier informed the Program that it calculated each rented lot’s water bill every month based on the estimated number of individuals living in each home. Rainier admitted that the occupancy number of each lot was determined by mere observation of the on-site manager and that

no records were kept of these numbers. Furthermore, the ledgers provided by Rainier showed that Rainier was charging tenants more for water than the City of Lacey was billing the park for water. Rainier was unable to explain why it was charging tenants more than the amount that the City of Lacey was billing it.

Following a review of all the evidence, including Rainier's ledgers and the water bills from the City of Lacey, the Program determined that Rainier was overcharging numerous tenants for water. Specifically, Rainier was charging more than the "actual utility cost" for water in violation of the Manufactured/mobile home landlord-tenant act, RCW 59.20 (MHLTA). The administrative law judge and the superior court agreed.

The facts are undisputed and unchallenged. Rainier also does not dispute that its method of calculating charges for water were applied to all of its tenants. The Program respectfully requests that this Court affirm the final order of the Attorney General's Office (AGO) issued by the Administrative Law Judge.

II. ASSIGNMENTS OF ERROR

This case is before the Court on judicial review. Under RAP 10.3(h) the party challenging an administrative order has burden of

assigning error. However, the agency makes the following assignments of error:

1. **The superior court erred when it concluded that the agency did not have the statutory authority to expand its investigation beyond the original complaint to encompass the entire park. Conclusion of Law III.**
2. **The superior court erred when it concluded that the agency did not have the statutory authority to require Rainier to reimburse tenants who had not filed complaints. Conclusion of Law IV.**

III. COUNTERSTATEMENT OF THE ISSUES AND ISSUES RELATED TO ASSIGNMENTS OF ERROR

1. Whether the Agency order is supported by substantial evidence when the undisputed evidence establishes that Rainier charged tenants more for water than the actual utility cost in violation of RCW 59.20.070(6)?
2. Whether the Agency's interpretation of RCW 59.20.070(6) is correct and not erroneous?
3. Whether the Agency order is arbitrary or capricious when it determined that Rainier violated RCW 59.20.070(6) when it charged tenants more for water than the actual utility cost and required that Rainier reimburse all of the tenants who were overcharged?
4. Whether the Agency order correctly determined that the Program has statutory authority to require a landlord who violates RCW 59.20.070(6) by overcharging tenants to reimburse all overcharged tenants, including those who did not file a complaint?

IV. COUNTERSTATEMENT OF THE CASE

A. The Legislature Created the Program to Protect the Public and Foster Fair and Honest Competition

The MHLTA, RCW 59.20, applies to rental tenancies where a tenant owns a manufactured or mobile home, and rents the land on which the home is situated. In 2007, the legislature determined that the difficulty and expense of moving and relocating a manufactured home creates inequality in bargaining positions between manufactured housing tenants and park owners. RCW 59.30.010(1). To help remedy this inequality, the legislature enacted 59.30 to even out the unequal bargaining position between manufactured housing tenants and landlords, and create an equitable, less costly, and more efficient way for manufactured housing tenants and landlords to resolve disputes. RCW 59.30.010(3)(a). To carry out its intent, the legislature authorized the Attorney General to administer a dispute resolution program to facilitate negotiations between landlords and tenants, investigate alleged violations of the MHLTA, and issue Notices of Violation if the Attorney General finds violations of RCW 59.20. RCW 59.30.010(3)(c).

Either a tenant or a landlord can file complaint with the Attorney General's Office's Manufactured Housing Dispute Resolution Program (MHDRP), which will try to facilitate a negotiated resolution between the

parties. If the parties are not able to informally resolve their dispute, the MHDRP will investigate potential violations of RCW 59.20. At the conclusion of the investigation, the MHDRP will issue a Notice of Violation, or a Notice of Nonviolation depending on whether it found a violation of RCW 59.20. If the MHDRP finds violations of the law, the legislature expressly authorized the Attorney General to order a landlord or tenant to cease and desist from the unlawful practices and take affirmative action to carry out the purposes of RCW 59.30, including refunds of rent increases, improper fees, charges, and assessments collected in violation of the law. RCW 59.30.040(7).

Either party may request an administrative hearing before the Office of the Administrative Hearings under RCW 34.05, the Administrative Procedures Act, to contest a Notice of Violation or a Notice of Nonviolation. RCW 59.30.040(8). The order of the Administrative Law Judge constitutes the final agency order of the Attorney General and is subject to judicial review pursuant to RCW 34.05. RCW 59.30.040(10).

B. Following an Investigation, the Program Determined that Rainier's Method of Billing Tenants for Water Violated RCW 59.20.070(6)

Lucila Santiago owns the home that she lives in, but she rents the land (lot) that her home sits on from Rainier Vista Mobile Home Park.

Rainier rents lots to people like Ms. Santiago who own their mobile homes. Rainier rents approximately 151 lots.

In June 2011, Ms. Santiago filed a complaint with the Program against Rainier alleging that the water bills from Rainier were excessive. Agency Record (AR) 948-51. After receiving Ms. Santiago's complaint, the Program contacted Rainier in an attempt to facilitate negotiation and resolve the dispute about water billing through an informal dispute resolution process. Program staff communicated with Rainier numerous times, obtained facts, and attempted a resolution between the parties. AR 863-64, 542, 544. After four months of facilitations, it became clear that the parties would not resolve their dispute consistent with the law. AR 863-64. As required by the statute, the Program then began a formal investigation into whether Rainier's method of billing tenants for water violated RCW 59.20.070(6). AR 863-64.

The formal investigation revealed that Rainier obtains water from the City of Lacey and has one water meter for the entire park—the individual mobile home lots do not have water meters. AR 1635, Findings of Facts 5.13-14. Without individual water meters, Rainier cannot determine the actual water usage for each lot. The Program investigator Chad Crummer visited Rainier and spoke with the owner, Frank Evans, about how Rainier bills its tenants for water. AR 1636,

Finding of Fact 5.27; AR 33-34, Crummer Decl. ¶ 5. Mr. Evans explained that he bills the tenants for water based on the number of people residing on each lot. AR 1788, Finding of Fact 6.8; AR 33-34, Crummer Decl. ¶ 5. Each month Mr. Evans changes the occupancy number related to a particular lot if his on-site manager notices more cars at a particular lot or repeatedly sees someone he does not recognize as a tenant staying at a lot. AR 1788, Finding of Fact 6.8; AR 1636, Finding of Fact 5.27; AR 33-34, Crummer Decl. ¶ 5. Mr. Evans divides the water bill by the number of tenants in the park, and then uses his occupancy estimate to calculate the amount he will charge each lot for water. AR 33-34, Crummer Decl. ¶ 5. Mr. Evans updates the lot occupancy numbers each month, overwriting the prior month's estimate on his electronic spreadsheet. AR 1636, Finding of Fact 5.29; AR 33-34, Crummer Decl. ¶ 5. Consequently, only current lot occupancy information is maintained, and there is no historical data or record of lot occupancy information for any prior months. AR 1636, Finding of Fact 5.30.

Mr. Evans provided Mr. Crummer with Rainier's unit ledgers, which detailed the amount of money Rainier charged to each lot for water each month. AR 34, Crummer Decl. ¶ 6. Mr. Crummer also obtained the City of Lacey's water bills to Rainier for the same time period. AR 34,

Crummer Decl. ¶ 7. The Program compared the amount Rainier charged its tenants to the amount the City of Lacey charged Rainier for the years 2010, 2011, and part of 2012, and concluded that Rainier overcharged its tenants for water. AR 1789-90, Findings of Fact 6.12-22; AR 34-35, Crummer Decl. ¶¶ 7-12.

In 2010, the City of Lacey billed Rainier \$106,090.06 for water. AR 472-506. In 2010, Rainier billed tenants a total of \$112,494.48 for water. AR 457-71. Thus, in 2010 Rainier billed tenants \$6,404.42 more for water than the City of Lacey billed the park. AR 1791, Finding of Fact 6.17.

In 2011, the City of Lacey billed Rainier \$116,022.36 for water. AR 472-506. In 2011, Rainier billed tenants a total of \$131,613.28 for water. AR 457-71. Thus, in 2011 Rainier billed tenants \$15,590.92 more for water than the City of Lacey billed the park. AR 1791, Finding of Fact 6.18.

From January through October 2012, the City of Lacey billed Rainier \$124,262.34 for water. AR 472-506. During the same time period, Rainier billed tenants a total of \$137,507.00. AR 457-71. Thus, in 2012 Rainier billed tenants \$13,244.66 more for water than the City of Lacey billed the park. AR 1791, Finding of Fact 6.19.

Over the course of three years, Rainier billed tenants \$35,240 more for water than it paid to the City of Lacey for water. AR 1791, Findings of Fact 6.17-19.

During the investigation, the Program repeatedly asked Rainier's counsel to explain and/or provide evidence regarding the \$35,240 discrepancy— "Is there anything else in the bill or any other information you can provide that verifies the [] discrepancy that we are seeing?" AR 527, 859. Rainier failed to explain or justify the additional \$35,240 billed to its mobile home tenants.

The Program issued a Notice of Violation to Rainier for violating RCW 59.20.070(6) by charging tenants a utility fee in excess of actual utility costs. The corrective action in the Notice of Violation required Rainier to reimburse tenants the amount that it profited, \$35,240. AR 7-12. Rainier appealed this Notice of Violation to the Office of Administrative Hearings (OAH). AR 13-14.

C. Procedural History

After reviewing competing motions for summary judgment from the Program and Rainier, the Administrative Law Judge granted partial summary judgment in favor of the Program, ruling that Rainier violated RCW 59.20.070(6) when it charged tenants more than the actual utility cost for water. AR 1642, Conclusion of Law 6.23. After ruling on

summary judgment, the Administrative Law Judge conducted an evidentiary hearing to determine the amount of the overcharge. AR 1632, ¶ 3.1. Frank Evans and Sean Evans, the owners of Rainier, each testified at the hearing. AR 1785; AR 1904-60. This hearing afforded Rainier with another opportunity to present any and all evidence justifying its water charges to tenants.

Following the hearing, the Administrative Law Judge issued a final order affirming the Notice of Violation, finding that Rainier charged tenants more for water than the actual utility cost. AR 1783-98. The final order is the final agency order of the AGO. The final order set forth the mathematical formula to determine the restitution due back to tenants who were overcharged for water. AR 1794-95, Conclusions of Law 7.6-7.8. Under the final order calculations, each tenant who was overcharged for water is made whole and will receive a 100 percent reimbursement— “[e]ach tenant who was overcharged is owed a reimbursement.” AR 1792-93, Findings of Fact 6.26-6.28. Completing the math set forth in the final order establishes that Rainier owes tenants a total of \$88,445.77 in reimbursements. Attachment 1.¹

¹ Attachment 1 is an excel spreadsheet prepared by Program staff that performs the mathematical calculations set forth in the Final Order. It is a visual display of the amount owed to each tenant as well as the total amount owed by Rainier.

Rainier petitioned the superior court for review of the final order. The superior court determined that Rainier violated the MHLTA when it charged Santiago more than the actual utility cost for water. But the superior court also held that the Program did not have the authority to require Rainier to reimburse tenants who had not filed complaints. CP 906-909. The Program appealed. CP 910-916.

V. ARGUMENT

Judicial review of this matter is governed by the Administrative Procedure Act (APA). RCW 59.30.040(10). The Court of Appeals sits in the same position as the superior court and reviews the agency's decision by applying the standards in the APA directly to the agency record. *Eidson v. Department of Licensing*, 108 Wn. App. 712, 717-18, 32 P.3d 1039, as modified on denial of reconsideration (Nov. 21, 2001).

Under the APA, the party challenging the agency action bears the burden of proof. RCW 34.05.570(1)(a); *Galvis v. Department of Transp.*, 140 Wn. App. 693, 708, 167 P.3d 584, (2007). A reviewing court may grant relief from an agency order only if it determines that the order (1) violates a constitutional provision on its face or as applied, (2) lies outside the agency's lawful authority or jurisdiction, (3) arises from an illegal procedure, (4) results from an erroneous interpretation or

application of the law, (5) lacks substantial evidence, or (6) is arbitrary or capricious. RCW 34.05.570(3); *Galvis*, 140 Wn. App. at 708.

The arbitrary and capricious standard is very narrow and the party asserting it carries a heavy burden. *Pierce Cnty. Sheriff v. Civil Serv. Comm'n*, 98 Wn.2d 690, 695, 658 P.2d 648 (1983). The arbitrary and capricious standard is also highly deferential to the agency. *ARCO Products Co. v. Washington Util. & Transp. Comm'n*, 125 Wn.2d 805, 813, 888 P.2d 728 (1995).

Under the APA, there must be substantial evidence in the record to support the [agency's] finding that the challenged method of allocation was just and reasonable, and the order may not be arbitrary and capricious. It should be pointed out that the evidence need not support the contention that the approved method is the most just and reasonable. It may very well be that the method proposed by Respondents, and rejected by the [agency], is just and reasonable. There may in fact be many different methods that would meet this standard. We need only decide, however, whether the record can support the [agency's] determination that the approved method is one of these.

Id. at 814. “Where there is room for two opinions, an action taken after due consideration is not arbitrary and capricious even though a reviewing court may believe it to be erroneous.” *Hillis v. Department of Ecology*, 131 Wn.2d 373, 383, 932 P.2d 139 (1997).

The agency order in this case is supported by substantial evidence, contains no errors of law, and is not arbitrary or capricious. As such, the court must affirm the agency order.

A. Unchallenged Findings of Fact Are Verities on Appeal

An administrative agency's unchallenged findings of fact are verities on appeal. *Heidgerken v. Department of Natural Res.*, 99 Wn. App. 380, 993 P.2d 934, review denied 141 Wn.2d 1015 (2000). Challenged findings are reviewed under the substantial evidence standard. *Hickethier v. Department of Licensing*, 159 Wn. App. 203, 210, 244 P.3d 1010 (2011). "The substantial evidence standard is highly deferential to the agency fact finder." *Nationscapital Mortg. Corp. v. Department of Fin. Insts.*, 133 Wn. App. 723, 738, 137 P.3d 78 (2006). Questions of law are reviewed under the error of law standard, which allows a reviewing court to substitute its judgment for that of the agency; however, substantial weight is given to the agency's view of the law it administers. *William Dickson Co. v. Puget Sound Air Pollution Control Agency*, 81 Wn. App. 403, 407, 914 P.2d 750 (1996).

Here, Rainier challenges several findings of fact for the first time in this court. RAP 2.5(a) bars review of the newly-challenged findings because these challenges were not presented to the superior court. RAP 2.5(a) ("The appellate court may refuse to review any claim of error

which was not raised in the trial court.”); *see Darkenwald v. Employment Sec. Department*, 183 Wn.2d 237, 244 n. 3, 350 P.3d 647, 654 (2015) (“RAP 2.5(a) ... deems arguments waived if the litigant failed to raise them before the trial court.”). Through this rule, Washington appellate courts recognize the fundamental fairness in requiring parties to preserve issues they wish to present to the appellate courts for review. Rainier did not challenge any findings of fact in the superior court, and this Court should reject those challenges now. The Agency’s Findings of Fact are verities in this appeal.

B. The Agency’s Interpretation of RCW 59.20.070(6) Is Consistent with the Plain Language of the Statute and the Legislature’s Intent

The law governing this matter is plain and unambiguous: “A landlord shall not . . . charge to any tenant a utility fee in excess of actual utility costs . . .” RCW 59.20.070(6). The Administrative Law Judge² correctly applied this law to the facts of this case and determined that Rainier violated RCW 59.20.070(6) when it charged tenants more for the utility of water than the actual utility cost.

² The Administrative Law Judge issued an Order Granting Partial Summary Judgment for the Manufactured Housing Dispute Resolution Program’s Motion for Summary Judgment and Order Denying Rainier Vista Mobile Home Park’s Motion for Summary Judgment, which determined that “as a matter of law, Rainier violated RCW 59.20.070(6) from 2010 through 2012, by charging tenants a utility fee for water in excess of the actual utility costs for water.” AR 1643, Conclusion of Law 6.28. This Order as well as the Final Order, issued at the conclusion of the evidentiary hearing to determine the exact amount that Rainier overcharged tenants, constitute the final agency orders of the AGO.

1. Rainier violated RCW 59.20.070(6) when it charged tenants more for water than the actual utility cost

In construing a statute, a court's goal is to determine and give effect to the legislature's intent. *Tracfone Wireless, Inc. v. Department of Revenue*, 170 Wn.2d 273, 281, 242 P.3d 810 (2010). "If the statute's meaning is plain on its face, we give effect to that plain meaning as the expression of what was intended." *Id.* In determining whether a statute conveys a plain meaning, "[t]hat meaning is discerned from all that the legislature has said in the statute and related statutes which disclose legislative intent about the provision in question." *Department of Ecology v. Campbell & Gwinn, L.L.C.*, 146 Wn.2d 1, 11, 43 P.3d 4 (2002). "A statute is ambiguous only if susceptible to two or more reasonable interpretations, but a statute is not ambiguous merely because different interpretations are conceivable." *Burton v. Lehman*, 153 Wn.2d 416, 423, 103 P.3d 1230 (2005). "Statutes must be interpreted and construed so that all the language used is given effect, with no portion rendered meaningless or superfluous." *G-P Gypsum Corp. v. Department of Revenue*, 169 Wn.2d 304, 309, 237 P.3d 256 (2010).

RCW 59.20.070(6) does not allow a landlord to "[c]harge to any tenant a utility fee in excess of actual utility costs..." Under the plain, unambiguous language of this statute, a landlord may only charge tenants

for the actual utility cost. Any other interpretation of the phrase “actual utility cost” is inconsistent with the statutory language and the statutory scheme.

In *McGahuey v. Hwang*, 104 Wn. App. 176, 15 P.3d 672 (2001),³ the court discussed RCW 59.20.070(6)’s prohibition on charging a utility fee in excess of the actual utility cost. *Id.* at 182. The court noted that while landlords could amend lease terms to include charges for utilities, they could do so only if utility charges did not exceed the actual cost of the utility.

The parties in *McGahuey* had entered into several consent orders concerning utility payments. The first consent order provided that tenants would be billed for utilities according to the actual consumption per unit. *Id.* at 178. In later litigation, the parties signed a second consent order providing that all park units would pay “either \$375 plus water, sewer, garbage, and other utility services actually used by that unit, or \$450.” *Id.* at 179; *see also Duvall Highlands LLC v. Elwell*, 104 Wn. App. 763, 769, 19 P.3d 1051 (2001) (issued simultaneously with *McGahuey*). In holding that the park could amend the original lease terms to charge for utilities, the court stated “so long as utility charges *do not exceed the*

³ The issue before the court was whether the park had the authority under the MHLTA to require tenants to pay for utilities in addition to base rent when their original leases did not contemplate such fees. *McGahuey*, 104 Wn. App. at 181.

actual cost of the service and fees and charges are not retaliatory, the statute permits the landlord to impose them.” *Id.* at 183 (emphasis added). Furthermore, “the Legislature did allow changes in the lease terms to permit the landlord to charge for utilities, so long as they were limited to the *actual cost.*” *Id.* (emphasis added).

As the *McGahuey* court also noted, “[e]xpress mention of one thing in a statute implies the exclusion of another.” *Id.* at 182. The legislature specifically stated there can be no “utility fee in excess of actual utility costs,” excluding any other types of charges for utilities. RCW 59.20.070(6).

If the Court adopted Rainier’s interpretation allowing landlords to charge more than actual utility cost, the result would be a work-around or loophole to two provisions within the MHLTA. Landlords would be able to bypass (1) the prohibition on raising rent more than once per year set forth in RCW 59.20.060(2)(c) and 59.20.090(2), and (2) the requirement that rental agreements contain a listing of utilities available and the nature of fees to be charged set forth in RCW 59.20.090(2). The legislature did not intend this result.

The MHLTA provides that landlords may increase rent only once annually and may only be done with three-months notice. RCW 59.20.060(2)(c), 59.20.090(2). If a landlord is allowed to charge

tenants more than the actual utility cost, a landlord easily could disguise a rent increase as an increased utility charge and avoid the MHLTA's restrictions governing raises in rent.

Interpreting "actual utility costs" as Rainier does also circumvents RCW 59.20.090(2)'s requirement that the rental agreement contain "[a] listing of the utilities, services, and facilities which will be available to the tenant during the tenancy *and the nature of the fees*, if any, to be charged." (Emphasis added). Rainier's argument that it is permitted to include sewer, administrative, and other costs as part of "water service" sidesteps the transparency requirement set forth in RCW 59.20.090(2). Acting together, RCW 59.20.090(2) and RCW 59.20.070(6) ensure that tenants pay only for the identifiable utilities they use, not arbitrary, hidden fees added by the landlord.

Reading the clear and plain language of RCW 59.20.070(6) in the context with other provisions within the MHLTA demonstrates the legislature's intent to limit landlords to charging no more than the actual utility cost.

Here, Rainier violated the legislature's clear prohibition when it charged tenants more for water than the actual utility cost. The undisputed and unchallenged facts establish that over the course of three years, Rainier overcharged tenants for water. Rainier admits that it used

estimates in calculating the water bills. Opening Br. at 10, 25; AR 1788, Finding of Fact 6.8; AR 1636, Finding of Fact 5.27; AR 33-34, Crummer Decl. ¶ 5. An *estimate* certainly is not what the legislature intended when it used the specific term “actual utility cost.”

Rainier argues that it “reconciled its actual water costs... so as to not bill more than its actual water costs.” Opening Br. at 5, n. 3. Rainier’s evidence of this “reconciliation” is Frank Evan’s declaration in which he explains that he “prorates the Landlord’s water payments over time,” but Mr. Evans does not explain what this means. AR 581-82. One of the reasons that the Program looked at Rainier’s water bills over a three-year period was to see if there was any such “reconciliation” over time. As the below numbers show, no reconciliation occurred over the course of the three years.

Over the course of 2010-2012, the City of Lacey charged Rainier \$346,374.76 for water (\$106,090.06 in 2010; \$116,022.36 in 2011; and \$124,262.43 from January through October of 2012). AR 1635-36, Findings of Fact 5.20, 5.22, 5.24. During that same time period, Rainier charged tenants \$381,614.76 (\$112,494.48 in 2010; \$131,613.28 in 2011; \$137,507 from January through October 2012). AR 1635-36, Findings of Fact 5.21, 5.23, 5.25. Thus, from 2010 through October 2012, Rainier

charged tenants \$35,240 more for water than the City of Lacey charged Rainier for water. AR 1795, Conclusion of Law 7.9.

2. The agency order is supported by substantial evidence -- Rainer failed to prove that it had any actual utility costs associated with water other than the cost contained in the City of Lacey invoices

There is no credible, substantial evidence that Rainier incurred any actual utility costs in addition to the amount the City of Lacey charged Rainier for water. Therefore, the amount the City of Lacey charged for water is the actual utility cost that Rainier may charge to tenants as a utility fee under the statute. “Because [Rainier] did not provide sufficient evidence of identifiable expenses for the cost of water that offset the overcharge, I find that the actual cost of water is limited to the cost of water provided by the City of Lacey.” AR 1794, Conclusion of Law 7.4.

The Program and the Administrative Law Judge each asked Rainier, on multiple occasions, for evidence explaining the \$35,240 difference between what the City of Lacey charged Rainier and what Rainier charged its tenants. AR 527, 859, 1783-98. Rainier argued that things such as estimated postage fees, legal services, collection fees, and late charges should be included in the term “actual utility cost.” AR 574. Rainier argued that these items were associated with the cost of providing

water. AR 574. The Administrative Law Judge properly determined that “[t]he inclusion of these items reflects the cost of doing business for providing a service to tenants in the park and goes beyond the actual cost of water. Rainier cites no precedent for broad inclusion of business costs.” AR 1641, Conclusion of Law 6.21. “[T]he phrase, “actual utility costs,” does not include an estimate of business costs, but instead is limited to the “actual costs” of the utility.” AR 1641, Conclusion of Law 6.21.

Rainier also argued that various maintenance and repairs related to water service could be included as an “actual utility cost.” However, Rainier failed to provide any reliable evidence of these alleged costs. “Rainier did not maintain complete records of all repairs and maintenance relating to water service for the park, did not keep records for items or services that were paid in cash, and did not maintain separate records for each mobile home park owned by the owners.” AR 1794, Conclusion of Law 7.4. Rainier “did not provide sufficient evidence of identifiable expenses for the cost of water that offset the overcharge.” AR 1794, Conclusion of Law 7.4.

Rainier contends that the sewer costs should be included in the actual utility cost of water. Opening Br. at 5. However, sewer is a separate utility, as are garbage and electricity. Rainier does not receive

sewer service from the City of Lacey; it pays a separate entity for that service. Therefore, Rainier's actual cost for water does not include sewer. "The actual cost of water from the City of Lacey did not include the cost of sewer/septic services." AR 1790, Finding of Fact 6.11.9. Contrary to Rainier's argument, the fact that water flows through water pipes and sewer pipes does not mean that sewer costs are part of the actual cost of providing water. See Opening Br. at 5. Rainier could bill tenants for the actual utility cost of sewer, but it chose not to by not including it in the rental agreements.

Finally, Rainier asserts that it is entitled to reimbursement for the cost of providing the "utility infrastructure" and privately distributing the water. Opening Br. at 4. The record contains no evidence that Rainier incurs any cost from distributing the water through its pipes. The Administrative Law Judge specifically asked for this cost and Rainier failed to establish it:

While there is a question regarding the actual cost of the utility with respect to getting the water from the property line (where the City of Lacey delivers the water) and to the tenants' lots, there is no way of reasonably calculating this cost, given the current figures provided by the parties. [The Program] provided the cost of water from the City of Lacey, as provided by the only meter reading available. As stated above, Rainier provided the cost of a number of items, which were indirectly related to the cost of water. See Findings of Fact. The parties did not agree on the

amount of the overcharge and this issue will be decided at the hearing unless the parties reach an agreement.

AR 1642, Conclusion of Law 6.24. Following this order, the Administrative Law Judge held an evidentiary hearing solely for the purpose of allowing Rainier to present evidence regarding any costs it incurs related to water. Following the evidentiary hearing, the Administrative Law Judge determined that Rainier “presented estimates and incomplete documentation at the time of hearing, which had not been produced before and was not confirmed by testimony, I find that [Rainier] did not present sufficient evidence to support identifiable expenses for the cost of water that would offset the overcharge.” AR 1789, Finding of Fact 6.18.

The MHLTA requires landlords to itemize each utility charge they pass onto the tenants and prohibits them from charging more than the actual utility cost. RCW 59.20.060(1)(i); 59.20.070(6). Landlords may only charge specific utility fees if they have listed the fee in the rental agreement. RCW 59.20.060(1)(i). Here, Rainier’s rental agreement only states that the tenant will pay the landlord for “water service.” AR 547. Therefore, not only does RCW 59.20.070(6) prohibit Rainier from disguising the sewer bill as part of the water service, but

RCW 59.20.060(1)(i) and Rainier's own rental agreement prohibit Rainier from charging tenants for an itemized sewer charge.⁴

The statutory framework requires that landlords put tenants on notice for the charges they will incur. The prohibition on charging more than the actual utility cost prevents deceptive or excessive billing.

Rainier mischaracterizes its own failure to produce evidence of its other, actual utility costs as a shortcoming in the Program's investigation and the administrative hearing. Rainier's argument turns the substantial evidence standard on its head. The APA contemplates that an agency decides cases based on facts, not on the kind of estimation and conjecture Rainier submitted to justify its billing method.

The record establishes that the Program and the Administrative Law Judge repeatedly sought evidence from Rainier that would establish any actual utility cost in addition to the amount charged by the City of Lacey—the judge held an evidentiary hearing where the sole issue was the specific amount of the overcharge. AR 1632. Rainier “did not

⁴ Rainier can certainly recoup its costs of providing sewer service if it were to change its rental agreement to include “sewer” as a charge that the tenant must pay, or Rainier can (and likely does) add the sewer costs into the base rental amount. The MHLTA does not prohibit landlords from recouping their costs of doing business and costs of providing services. The MHLTA contains no rent control and a landlord can always raise the rent to adjust for an increase in business costs or administration or simply because the landlord desires a greater profit, provided the landlord complies with the requirements of RCW 59.20.060(2)(c) and 59.20.090(2).

provide sufficient evidence of identifiable expenses for the cost of water that offset the overcharge.” AR 1790.

Rainier argues that it is perfectly legal to charge its tenants based on estimates. Opening Br. at 10, 25. Maybe estimates are acceptable in other contexts, such as proving damages, but RCW 59.20.070(6) says *actual* utility costs. An estimated cost is not an actual cost. Further, Rainier has conceded that its calculations are unreliable. AR 1907, 1940.

The agency order properly applied the facts to the law and determined that Rainier charged tenants more for water than the actual utility cost. “[T]he amount paid by each tenant did not represent the actual cost of water, and some tenants were overcharged.” AR 1794, Conclusion of Law 7.5. The agency order contains no errors of law.

3. Substantial evidence established that Rainier’s method for calculating tenants’ water bills based on occupancy was unreliable and speculative

Rainier asserts that the Administrative Law Judge was arbitrary and capricious when she calculated the actual utility cost by lot rather than by number of occupants. Opening Br. at 3. Rainier’s disagreement with the Administrative Law Judge’s discretionary decision does not make the agency order arbitrary and capricious. “Although appellant is entitled to prevent the agency from exercising discretion arbitrarily and capriciously, he is not entitled to have the agency exercise its discretion

in his favor.” *Wilson v. Nord*, 23 Wn. App. 366, 376, 597 P.2d 914 (1979).

The unchallenged findings of facts established that “Rainer base[d] its billing method for usage and cost of water on the *estimated* number of occupants for each mobile home lot.” AR 1636, Finding of Fact 5.26 (emphasis added). The occupancy rate was based on observations of the manager but not verified or confirmed with tenants. “When the site manager repeatedly noticed more cars at a particular lot, or if the site manager did not recognize a person staying at a lot, the site manager noted an increase in the number of occupants of that lot.” AR 1636, Finding of Fact 5.27; AR 1907, 1940. “Rainier’s calculation of the occupancy rate was an estimation based on the manager’s observations, which was unrecorded and unreliable.” AR 1636, Finding of Fact 5.30; *see also*, Opening Br. at 10. The result was overcharges for water.

The Administrative Law Judge properly determined that “Calculations based on occupancy are not reasonable because Rainer does not maintain records of occupancy per lot for each month, and Rainier estimates the occupancy rate for each lot based on its observation without confirming or validating the number of occupants with the

tenant(s). As a result, any water usage based on Rainier's occupancy rate is unreliable." AR 1641-42, Finding of Fact 6.22.

C. RCW 59.30.030 Authorizes the Program To Require Parkwide Corrective Action When the Park Has Violated the MHLTA

The Program received a complaint from Ms. Santiago regarding Rainier's water billing. After receiving the complaint, the Program acted pursuant to its statutory authority and investigated how Rainier billed Ms. Santiago for water, which necessarily required inquiry into Rainier's method of billing its tenants for water as a whole. This is the only issue the Program investigated. The Program did not investigate Rainier's water billing method in the absence of a complaint—Ms. Santiago filed a complaint. The Program also did not expand its investigations to issues other than the one raised in the complaint. Ms. Santiago complained about Rainier's water billing and it is undisputed that the Program's investigation solely focused on Rainier's water billing. Once the Program determined that Rainier's billing method was unlawful, that determination not only affected Ms. Santiago, but all other tenants in the park. Rainier contends that when the Program receives a complaint from a tenant—and its investigation shows that the landlord violated RCW 59.20 on a parkwide basis—the Program lacks authority to order corrective action that includes tenants other than those who complained.

This Court should reject Rainier’s cramped interpretation of the Program’s authority.

1. The plain language of RCW 59.30 requires the Program to investigate violations of the MHLTA and order corrective action

Consistent with the stated purpose of RCW 59.30 to “protect[] the public, foster[] fair and honest competition”, the Program may order corrective action that includes other tenants in the park who are affected by a violation. RCW 59.30 does not require the Program to turn a blind eye to violations of the law but authorizes the Program to protect the public and foster fair and honest competition. Any other interpretation would fail to give full effect to the legislature’s intent. *See Campbell & Gwinn*, 146 Wn.2d 1, 9-10, 43 P.3d 4 (2002).

“Substantial weight and deference should be given to an agency’s interpretation of the statutes and regulations it administers.” *Seatoma Convalescent Ctr. v. Department of Soc. & Health Servs.*, 82 Wn. App. 495, 518, 919 P.2d 602 (1996). A court will “uphold an agency’s interpretation of the statutes it administers if it reflects plausible construction of the statute’s language, not contrary to legislative intent.” *Nationscapital*, 133 Wn. App. at 737. The plain language, stated purpose, and legislative intent behind RCW 59.30 authorize the Program to investigate violations of the MHLTA.

The legislature enacted RCW 59.30 “for the purpose of protecting the public, fostering fair and honest competition, and regulating the factors unique to the relationship between the manufactured/mobile home tenant and the manufactured/mobile home community landlord.” RCW 59.30.010(1). To effectuate its intent, the legislature, in multiple sections of RCW 59.30, directed the Attorney General to conduct investigations, issue determinations of violations, and impose fines or other penalties. The attorney general is authorized to:

Administer the dispute resolution program by taking complaints, *conducting investigations*, making determinations, *issuing fines and other penalties*, and participating in administrative dispute resolutions, when necessary, when there are alleged violations of the manufactured/mobile home landlord-tenant act.

RCW 59.30.010(3)(c)(ii) (emphasis added). Similarly,

[t]he attorney general under the manufactured/mobile home dispute resolution program *shall*: ... (d) perform dispute resolution activities, including *investigations*, negotiations, *determinations of violations*, and *imposition of fines or other penalties* as described in RCW 59.30.040.

RCW 59.30.030(3) (emphasis added).

[T]he attorney general shall initiate the manufactured/mobile home dispute resolution program *by investigating the alleged violations at its discretion* and, if appropriate, facilitating negotiations between the complaint and the respondent.

RCW 59.30.040(3) (emphasis added).

Each of these sections of RCW 59.30 authorizes the Program to investigate violations of the law. None of these sections require the Program to limit its corrective action only to tenants who file complaints when it is clear that multiple or all tenants are affected by that same violation of law.

2. The Program's authority to order corrective action for all tenants is consistent with the legislature's stated purpose of protecting the public and providing a cost-effective and time-efficient process

The statutory language above must also be construed in harmony with the stated purpose of the Program. "The purpose of the [Program] is to provide manufactured/mobile home community landlords and tenants with a cost-effective and time-efficient process to resolve disputes regarding alleged violations of the manufactured/mobile home landlord-tenant act." RCW 59.30.030(2). It would be inefficient and a waste of resources if in a situation like Rainier, the law required the Program to address widespread violations on a complaint by complaint basis. Requiring every tenant to file a complaint for an issue that is occurring parkwide is inconsistent with the stated purpose of the Program as well as the plain language of the statute.

Rainier's interpretation of the Program's authority would lead to absurd results. If, as Rainier argues, the Program lacks authority to order

parkwide corrective action, the Program, as a practical matter, would notify each tenant to inform them that they may be entitled to reimbursement for Rainier's overbilling practices and that they would need to file a complaint in order to receive a refund. As those complaints came in, the Program would engage each complainant and Rainier in facilitated negotiations of the complaints. The Program also could be required to re-investigate the same issue over and over again, perhaps as many as 151 times. This is inefficient; it wastes time and resources for tenants, Rainier, and the Program. The statute should not be interpreted to produce such an absurd result.

Furthermore, closely related statutes contemplate that a violation of the MHLTA may impact on other tenants and authorize the Program to consider this impact. "The attorney general *must consider* the severity and duration of the violation and *the violation's impact on other community residents* when determining the appropriate amount of a fine or the appropriate penalty to impose on a respondent." RCW 59.30.040(6) (emphasis added). The logical extension of this clause is that the Program may investigate a complaint and order corrective action beyond the impact on the complainant to other potentially impacted tenants—tenants who may not have filed complaints.

The plain language of these provisions, when harmonized and construed within the context of the statute as a whole, authorize the Program to order corrective action that requires Rainier to issue refunds to tenants who were overcharged for water.

The Program did not engage in a fishing expedition; it discovered the parkwide overbilling in the context of investigating Ms. Santiago's complaint for overbilling. AR 33-36. Even though only one Rainier tenant had filed a complaint with the Program at the time of the investigation, the statute does not require Program to turn a blind eye toward obvious violations of the law.

3. This Court's precedent supports a ruling that the Program is authorized to order parkwide corrective action

The Court of Appeals has previously considered similar arguments regarding an agency's authority to expand or broaden an investigation beyond the single complainant. *Nationscapital Mortg. Corp.*, 133 Wn. App. 723. In *Nationscapital*, the Department of Financial Institutions (DFI) received several complaints that Nationscapital misrepresented loan terms and conditions. "DFI investigators suspected that the documents typified a broader practice of misrepresenting loan terms and conditions." *Id.* at 731. During the investigation, the DFI investigator learned about various other violations

of law including improperly maintaining loan documents and loan solicitation and processing by unlicensed out-of-state mortgage brokers. *Id.* at 731-32. An Administrative Law Judge found Nationscapital committed most of the alleged violations and with some revisions a reviewing officer issued a final order. *Id.* at 729-30.

Nationscapital appealed, alleging that DFI exceeded its statutory authority by conducting an overly broad investigation. Nationscapital argued that DFI only had authority to evaluate and resolve specific consumer complaints. *Id.* at 738-39.

The Court of Appeals analyzed the Mortgage Broker Practices Act, RCW 19.146, within the context of the legislature's intent. The purpose of the Act is to promote honesty and fair dealing and preserve public confidence in the lending and real estate community. *Id.* at 740. The court found that "Nationscapital's construction does not comport with the statute's plain meaning that we discern through the legislative purposes underlying the Act and closely related statutes." *Id.* at 740. Furthermore, the court noted that:

Under Nationscapital's interpretation, DFI would have to turn a blind eye to violations where no consumer specifically complained about them and address only those complaints brought by individual consumers. Such a narrow focus on individual complaints is contrary to the legislative declaration that the business of residential

mortgage brokers affects the public interest and that violations of the Act implicated the [Consumer Protection Act].”

Id. at 741. Underscoring this point, the court noted that “Nation’s Capital’s interpretations would hamper DFI from detecting violations that affect more than the individual, complaining consumer, and, thus, it is contrary to the legislature’s stated intent to promote public confidence in the industry.” *Id.*

The court determined that DFI’s broad investigative powers are not limited by the phrase “for the purpose of investigating complaints” set forth in RCW 19.146.235. The court held that the phrase does not indicate a legislative intent to limit DFI’s review only to those documents relevant to specific consumer complaints, but instead authorized DFI to broadly examine the business to the extent DFI “deems relevant to the inquiry.” *Id.* at 742. The court noted that the Act does not expressly limit DFI to investigating only the specific allegations raised in the consumer complaint. *Id.* at 743. Taking all of this together, the court determined that the legislature intended to allow DFI to detect not only past violations affecting the individual complaining consumer but also recurrent and ongoing violations likely to have affected, and continuing to affect, other members of the public. *Id.*

Like the Mortgage Broker Practices Act, RCW 59.30 does not restrict the Program to investigating and remedying violations only as they pertain to an individual complainant. And like the statutory purpose of the Mortgage Broker Practices Act, the purpose of RCW 59.30 is to protect the public and foster fair and honest competition. It does not comport with RCW 59.30's stated purpose to limit corrective action to the single complainant when it becomes clear that other tenants are affected by the same misconduct.

4. That the Program is authorized to require corrective action to the entire park does not make the expansion a "class action"

Rainier attempts to compare the Program's investigation and corrective action to a class action. However, requiring Rainier to reimburse all tenants that it overcharged does not turn the agency's action into a class action. This is an administrative enforcement action specifically authorized by statute, not a private class action lawsuit. The plain language of the statute gives the Program discretion in its investigations. RCW 59.30.040(3) ("the attorney general shall initiate the [Program] by investigating the alleged violations *at its discretion...*" (emphasis added)). Moreover, the plain language requires that the Program "consider the severity and duration of the violation *and the violation's impact on other community residents.*" RCW 59.30.040(6).

The Program followed the directive of the statute and considered all tenants who were affected by the same violation.

It would be inequitable and inconsistent with the purpose of RCW 59.30 for the Program to address Rainier's widespread violations of the law by ordering Rainier to reimburse only Ms. Santiago. The Program's investigation revealed that Rainier overbilled many of its approximately 151 tenants every month for at least three years. The Program has the authority and duty to enforce the law and not turn a blind eye to blatant violations of the law. Each of the tenants whom Rainier overbilled every month for at least three years should be reimbursed.

5. The Program's position regarding its authority has remained consistent

Rainier also incorrectly asserts that the Program has changed its position regarding its authority to investigate complaints. Opening Br. at 18. Rainier cites the Program's 2009 Annual Report to the legislature in support of its position. Opening Br. at 18. In the 2009 Annual Report, the Program asked the legislature for "guidance" on how to handle situations where an AGO investigator discovers violations regarding issues that were not part of the complaint that precipitated the investigation. CP 837. Rainier contends that this request indicates the Program lacks authority to order parkwide corrective action because

refunds to non-complaining tenants is an improper “expansion” of the investigation.

First, the 2009 Annual report is not relevant to the present situation because the investigation encompassed only Rainier’s billing method and the corrective action addressed only that issue. And second, the 2009 Annual Report did not state a position but rather asked the legislature for “guidance” on how to address newly discovered violations in an investigation.

Rainier also mischaracterizes legislation that was proposed in 2009. Both the HB 1140 and SHB 1140 proposed a new section to RCW 59.30 that would have explicitly allowed the Program to expand an investigation beyond “the subject of a complaint filed under this chapter.” Laws of WA 2009, HB 1140 (not enacted); Laws of WA 2009, SHB 1140 (not enacted). The bills did not, as Rainier asserts, address the broadening of corrective action to include all tenants who were affected by a violation determined as the result of a complaint. The legislature’s decision not to enact HB or SHB 2240 in 2009 has no bearing on the issue here, where the Program did not expand the subject of the investigation.

D. The Agency's Decision to Order Rainier to Fully Reimburse All Tenants It Overcharged Is Not Arbitrary or Capricious

The Court should uphold the Administrative Law Judge's methodology for refunding tenants. The decision to order \$88,445.77 in total refunds to all tenants who were overcharged is not arbitrary or capricious. "Each tenant who was overcharged is owed a reimbursement." AR 1792-93, Findings of Fact 6.26-28. The agency order makes this statement three times—emphasizing the importance of reimbursing the affected tenants as well as the intent behind the calculations to determine the reimbursement amount. The Administrative Law Judge acted within her statutory authority when she determined the reimbursement amount for the tenants whom Rainier overcharged for water.

As noted above, where there is room for two opinions, an agency's decision is not arbitrary or capricious merely because the reviewing court might disagree with it. *Hillis*, 131 Wn.2d at 383. The Administrative Law Judge conducted an evidentiary hearing for the sole purpose of determining the amount Rainier overcharged its tenants. AR 1783, ¶ 2.1; AR 1632, ¶ 3.1. The Administrative Law Judge received evidence and heard argument regarding the amount of the overcharge and the calculation of refunds to overcharged tenants.

Under the agency order, each tenant who was overcharged for water is made whole and will receive 100 percent reimbursement of the overcharge. AR 1794-95, Conclusions of Law 7.6-7.8. The Administrative Law Judge calculated that Rainier owes tenants a total of \$88,445.77 in overcharge. Attachment 1.⁵ The tenants overpaid Rainier \$88,445.77 for water because of Rainier's unlawful, ad hoc billing practices.

The \$35,240 set forth in the Notice of Violation does not fully reimburse tenants for Rainier's overcharges. \$35,240 is the amount of money Rainier profited by overcharging its tenants for water over a three-year period.⁶ The discrepancy between the amount Rainier profited and the amount that fully reimburses tenants who were overcharged exists because Rainier undercharged some tenants for water while it greatly overcharged others.

Rainier argues that the Administrative Law Judge did not have authority to order a reimbursement in excess of the amount set forth in the Notice of Violation. Opening Br. at 21-22. As noted above, the

⁵ Attachment 1 is an excel spreadsheet prepared by the Program staff that performs the mathematical calculations set forth in the Final Order. It is a visual display of the amount owed to each tenant as well as the total amount owed by Rainier.

⁶ From 2010 through October 2012, the City of Lacey charged Rainier \$346,374.76 for water. During that same time period, Rainier charged tenants \$381,614.76. Performing the math, \$381,614.76 minus \$346,374.76 equals \$35,240—Rainier profited \$35,240 by charging tenants more than statutorily allowed.

mathematical calculations set forth in the order are Findings of Fact. *See* AR 1792-93, Findings of Facts 6.26-28. The Administrative Law Judge decided that the evidence supported the findings by a preponderance of the evidence:

Because the Appellants failed to provide sufficient evidence of identifiable expenses that offset the Appellant's overcharge, the Violation and the overcharge from 2010 of \$6,404.42; 2011 of \$15,590.92; and 2012 (January through October) of 13,244.66, for a total of \$35,240.00 and should be AFFIRMED.

AR 1795, Conclusion of Law 7.9. The Administrative Law Judge entered an appropriate order after the close of the hearing. AR 1783-98. *See* RCW 59.30.040(10) (authority of Administrative Law Judge).

The Administrative Law Judge further concluded that “[c]alculations are necessary to determine the reimbursements owed to each tenant for the amount that Rainier overcharged that tenant for the period at issue.” AR 1794, Conclusion of Law 7.5. Thus, the Administrative Law Judge set forth the calculation to be used for reimbursement in the Findings of Fact and in the Conclusions of Law. AR 1792-95, Findings of Fact 6.26-28, Conclusions of Law 7.6-8. The Administrative Law Judge's method for calculating each tenant's reimbursement for each year of the three years is:

The actual amount paid by each tenant for the cost of water minus the amount Rainier should have charged each tenant

for the cost of water equals the amount of reimbursement for that tenant for that year.

AR 1792-95, Findings of Fact 6.26-28, Conclusions of Law 7.6-8.

There is no law prohibiting the Administrative Law Judge from using this methodology to calculate the reimbursement due to tenants overcharged by Rainier, and Rainier has cited none. Rainier's tenants overpaid \$88,445.77—this is money out of their pockets. There is no law prohibiting the Administrative Law Judge from fully reimbursing these tenants the \$88,445.77 they overpaid.

The Agency order's provides a 100 percent refund to tenants who overpaid Rainier for water over a three year period. If the final order required Rainier to refund only the \$35,240 that it profited, the overcharged tenants receive substantially less reimbursement.⁷ The following chart shows the difference in reimbursement for tenants Garcia Allende,⁸ Perete Torres \$2,408.81,⁹ and Lucila Santiago \$1,661.35:¹⁰

⁷ Approximately 65 tenants were overcharged by Rainier each year (75 in 2010, 58 in 2011, and 62 in 2010). \$35,240 divided by 65 is \$542.19.

⁸ From 2010 through October 2012 Rainier charged Garcia Allende \$5,218.29. Attachment 1. However, Rainier only should have charged Garcia Allende \$2,877.91. Attachment 1.

⁹ See Attachment 1.

¹⁰ See Attachment 1.

Tenant	Amount Rainier overcharged from 2010 through October 2012	Reimbursement based on distributing \$88,445.77 to overcharged tenants overcharged ¹¹	Reimbursement based on distributing \$35,240 to overcharged tenants. distributed among tenants who were overcharged
Garcia	\$2,340.38	\$2,340.38	\$542.15
Perete	\$2,408.81	\$2,408.81	\$542.15
Lucila	\$1,661.35	\$1,661.35	\$542.15

The Program has statutory authority to issue penalties and fine parties for violations of the MHLTA. RCW 59.30.040(5)(a). The Program may also require a party violating the MHLTA to take corrective action, RCW 50.30.040(5)(a), including refunds for improper fees or charges. RCW 59.30.040(7)(a). There is no statutory limitation regarding penalties, fines, or refunds. *See* RCW 59.30.

Fully reimbursing tenants the amount that Rainier overcharged them, through no fault of their own, is neither arbitrary nor capricious. Rainier's ad hoc and arbitrary water billing system caused the error and the tenants should not bear the burden of paying for it. The

¹¹ If \$88,445.77 were divided equally among the tenants who were overcharged, each tenant would receive \$1,350.70. (\$88,445.77 divided by 65 equals \$1,350.70.

Administrative Law Judge recognized that tenants should not be required to pay for Rainier's failure to follow the law and required a calculation that fully reimburses the tenants.

RCW 59.20.070(6) prohibits landlords from charging fees in excess of the actual utility cost. The Administrative Law Judge properly determined that Rainier violated this statute when it charged tenants more than the actual utility cost. The Administrative Law Judge properly ordered Rainier to fully reimburse the tenants who were overcharged.

E. The Agency Afforded Rainier With Due Process.

Due process requires notice and an opportunity to be heard. *Bonneville v. Pierce Cnty.*, 148 Wn. App. 500, 515, 202 P.3d 309 (2008). However, the "requirements of procedural due process apply only to the deprivation of interests encompassed by the Fourteenth Amendment's protection of liberty and property.... But the range of interests protected by procedural due process is not infinite." *Washington Indep. Tel. Ass'n v. Wash. Util. & Transp. Comm'n*, 149 Wn.2d 17, 24, 65 P.3d 319 (2003) (quoting *Board of Regents of State Colleges v. Roth*, 408 U.S. 564, 92 S. Ct. 2701, 33 L.Ed.2d 548 (1972)). Thus, due process requires (1) an interest protected by the 14th Amendment, (2) notice before impacting that interest, and (3) opportunity to be heard.

Rainier contends that “[w]hen an administrative agency takes money from a citizen without statutory basis, and without giving the citizen a fair opportunity to be heard, the action violates due process.” Opening Br. at 24. Rainier appears to argue that its protected interest is the right to retain the money it overcharged its tenants. This is the only money the Program has *taken* from Rainier. Because Rainier does not have a protected property interest in money it unlawfully overcharged its tenants, Rainier does not have due process right in retaining the overcharges.

Assuming *arguendo* that Rainier has a 14th Amendment interest in retaining the money it overcharged its tenants, the Agency afforded Rainier due process.

Rainier was provided notice and an opportunity to be heard. Rainier was involved in and aware of the Program investigation at every stage. The Program provided Rainier with numerous opportunities to provide information and evidence, and the opportunity be heard. After it was served with a Notice of Violation, Rainier had the opportunity to appeal the decision and receive an administrative hearing, which Rainier did.

The administrative hearing was held pursuant to RCW 59.30.040(10) and the APA. RCW 59.30.040(10) directs that the

Administrative Law Judge reviewing the Program's Notice of Violation

must:

- (a) Hear and receive pertinent evidence and testimony;
- (b) Decide whether the evidence supports the attorney general finding by a preponderance of the evidence; and
- (c) Enter an appropriate order within thirty days after the close of the hearing and immediately mail copies of the order to the affected parties.

The order of the administrative law judge constitutes the final agency order of the attorney general and may be appealed to the superior court under chapter 34.05 RCW.

RCW 59.30.040(10). As required by the statute, the Administrative Law Judge heard and received evidence and testimony in motions and cross-motions for summary judgment, at a summary judgment hearing, and in exhibits and testimony at an evidentiary hearing. Rainier fully participated in the adjudicative proceeding. The fact that the Administrative Law Judge did not agree with Rainier's arguments does not mean that Rainier was not heard. The Administrative Law Judge properly decided that the evidence supported the Program's findings by a preponderance of the evidence. Rainier was provided all process due.

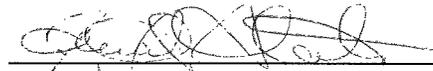
VI. CONCLUSION

The Attorney General respectfully requests that this Court affirm the Agency order because Rainier violated the law when it charged tenants

more for water than the actual utility cost and those tenants who overpaid are owed a reimbursement.

RESPECTFULLY SUBMITTED this 12th day of February, 2016.

ROBERT W. FERGUSON
Attorney General



JENNIFER S. STEELE, WSBA #36751
Assistant Attorney General
Attorneys for Respondent
State of Washington

CERTIFICATE OF SERVICE

I certify that on the 12th day of February, 2016, I caused a true and correct copy of respondent's brief to be filed with the Court, via electronic filing, and caused to be served, via email and First-Class Mail, on the following parties:

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DATED: February 12, 2016, at Seattle, Washington



MICHELLE BACZKOWSKI
Legal Assistant

Attachment 1

Rainier Vista 2010, 2011, 2012 Water Restitution - Compiled by Crummer and Frame

Unit	Tenant	2012 Actual Amount Paid by each tenant for the cost of water (charged by Rainier)	Subtract \$986.21 (the amount Rainier should have charged each tenant for the cost of water in 2012)	Total Amount of Reimbursement for Tenant for 2012
1	Zler	\$823.43		
2	Wood	\$347.75		
3	Garcia Allende	\$1,738.75	(\$986.21)	\$752.54
4	Hernandez Alvarez	\$749.77		
5	Mendez Hernandez	\$1,367.24	(\$986.21)	\$381.03
6	Garcia	\$1,043.25	(\$986.21)	\$57.04
7	Green	\$695.50		
8	Garcia Allende	\$1,546.35	(\$986.21)	\$560.14
9	Payne	\$347.75		
10	Gordon	\$1,505.25	(\$986.21)	\$519.04
11	Valadez Salado	\$1,425.20	(\$986.21)	\$438.99
12	Painter	\$1,043.25	(\$986.21)	\$57.04
13	Garduno	\$660.92		
14	Day	\$695.50		
15	Deer	\$1,043.25	(\$986.21)	\$57.04
16	Omellas	\$347.75		
17	Schultz	\$1,709.17	(\$986.21)	\$722.96
18	Gomez Ovando	\$925.07		
19	vacant	\$181.64		
20	Leetch	\$674.32		
21	Schrader	\$1,043.25	(\$986.21)	\$57.04
22	Goetz	\$1,154.64	(\$986.21)	\$168.43
23	Hoy	\$1,043.25	(\$986.21)	\$57.04
24	Bennett/Hernandez	\$1,017.82	(\$986.21)	\$31.61
25	Bush	\$347.75		
26	Young	\$1,043.25	(\$986.21)	\$57.04
27	Dellinger/Tippen	\$695.50		
28	vacant	\$0.00		
29	Brown	\$347.75		
30	vacant	\$0.00		
31	vacant	\$0.00		
32	Sorensen	\$1,043.25	(\$986.21)	\$57.04
33	Vella	\$347.75		
34	Gonzalez	\$643.62		
35	Ray/Wharton	\$695.50		
36	Richardo	\$1,043.25	(\$986.21)	\$57.04
37	Haas	\$695.50		
38	Tarilo Pozo	\$1,100.87	(\$986.21)	\$114.66
39	Dimas	\$347.75		
40	Perete Torres	\$1,043.25	(\$986.21)	\$57.04
41	Perete Torres	\$2,086.50	(\$986.21)	\$1,100.29
42	Nelson/Armstrong	\$373.69		

Rainier Vista 2010, 2011, 2012 Water Restitution Compiled by Crummer and Frame

43	Hernandez	\$1,391.00	(\$986.21)	\$404.79
44	vacant	\$0.00		
45	Ibarra	\$1,355.65	(\$986.21)	\$369.44
46	Santo	\$695.50		
47	Garcla Nabor	\$577.32		
48	Velasquez	\$1,391.00	(\$986.21)	\$404.79
49	vacant	\$0.00		
50	Carillo	\$1,391.00	(\$986.21)	\$404.79
51	Bundy	\$581.25		
52	Miller/Stepetln	\$707.16		
53	Santiago	\$1,617.50	(\$986.21)	\$631.29
54	Gonzalez Villana	\$2,086.51	(\$986.21)	\$1,100.30
55	vacant	\$0.00		
56	Clayton	\$695.50		
57	vacant	\$0.00		
58	Woods	\$695.50		
59	Gonzales	\$1,043.25	(\$986.21)	\$57.04
60	vacant	\$0.00		
61	Matriotti	\$1,043.25	(\$986.21)	\$57.04
62	Hohl	\$1,043.25	(\$986.21)	\$57.04
63	Jiminez	\$2,434.25	(\$986.21)	\$1,448.04
64	Pedroza	\$2,196.26	(\$986.21)	\$1,210.05
65	Gomez Morelos	\$1,391.00	(\$986.21)	\$404.79
66	Harrison	\$695.50		
67	Collins	\$1,043.25	(\$986.21)	\$57.04
68	Pierson	\$695.50		
69	Koppenstein	\$695.50		
70	Graf	\$1,251.26	(\$986.21)	\$265.05
71	vacant	\$0.00		
72	Rodriguez	\$347.75		
73	Teeters/Rhodes	\$1,118.54	(\$986.21)	\$132.33
74	Capps	\$1,365.06	(\$986.21)	\$378.85
75	Son	\$1,391.00	(\$986.21)	\$404.79
76	Ibarra Ambriz	\$695.50		
77	Alvarado	\$1,738.75	(\$986.21)	\$752.54
78	Barboza/Vargas	\$1,340.07	(\$986.21)	\$353.86
79	Silva	\$2,434.25	(\$986.21)	\$1,448.04
80	Salazar	\$1,043.25	(\$986.21)	\$57.04
81	Abraham	\$1,586.60	(\$986.21)	\$600.39
82	vacant	\$0.00		
83	vacant	\$0.00		
84	Cote	\$347.75		
85	Campbell/Plascencia	\$429.40		
86	Foss	\$695.50		
87	Ayala	\$1,391.00	(\$986.21)	\$404.79
88	Gordon	\$1,505.25	(\$986.21)	\$519.04
89	Hughes	\$347.75		

Rainier Vista 2010, 2011, 2012 Water Restitution Compiled by Crummer and Frame

90	vacant	\$0.00		
91	Miller/Nguyen	\$417.80		
92	Camino	\$347.75		
93	Cisco	\$1,557.11	(\$986.21)	\$570.90
94	vacant	\$0.00		
95	Chavez	\$1,391.00	(\$986.21)	\$404.79
96	Rohleder	\$1,043.25	(\$986.21)	\$57.04
97	Koch	\$347.88		
98	vacant	\$0.00		
99	Mills	\$1,043.25	(\$986.21)	\$57.04
100	Wickward	\$1,391.00	(\$986.21)	\$404.79
101	Graham	\$813.68		
102	Grimaldo	\$1,391.00	(\$986.21)	\$404.79
103	Osmun	\$1,043.25	(\$986.21)	\$57.04
104	Sherman	\$347.75		
105	Thompson	\$2,086.50	(\$986.21)	\$1,100.29
106	Palmer	\$695.50		
107	Stanley	\$1,622.00	(\$986.21)	\$635.79
108	Diaz	\$925.07		
109	Rosales Vasquez	\$695.50		
110	Strahl	\$1,391.00	(\$986.21)	\$404.79
111	Dahl	\$1,043.25	(\$986.21)	\$57.04
112	Chesterman	\$1,498.42	(\$986.21)	\$512.21
113	O'Neill	\$347.72		
114	Ramsey	\$1,043.25	(\$986.21)	\$57.04
115	Wright	\$695.50		
116	Byers	\$695.50		
117	Davis	\$695.50		
118	vacant	\$0.00		
119	vacant	\$0.00		
120	Crain	\$1,043.25	(\$986.21)	\$57.04
121	Gulberson	\$2,086.50	(\$986.21)	\$1,100.29
122	McNeely	\$695.50		
123	Vasquez	\$1,268.75	(\$986.21)	\$282.54
124	Hernandez	\$1,391.00	(\$986.21)	\$404.79
125	Goble	\$1,391.00	(\$986.21)	\$404.79
126	Torres	\$2,195.04	(\$986.21)	\$1,208.83
127	Torres	\$1,568.52	(\$986.21)	\$582.31
128	Graham	\$1,226.36	(\$986.21)	\$240.15
129	Lewis	\$373.69		
130	Turner	\$2,010.03	(\$986.21)	\$1,023.82
131	Neeser	\$695.50		
132	Tith	\$1,043.25	(\$986.21)	\$57.04
133	Deloney	\$948.42		
134	vacant	\$0.00		
135	Fullerton	\$347.75		
136	Omellas	\$347.75		

Rainier Vista 2010, 2011, 2012 Water Restitution Compiled by Crummer and Frame

137	Gonzales Villuna	\$2,195.04	(\$986.21)	\$1,208.83
138	Gonzales Villuna	\$2,086.50	(\$986.21)	\$1,100.29
139	Chavira	\$2,086.50	(\$986.21)	\$1,100.29
140	Maurer	\$1,161.43	(\$986.21)	\$175.22
141	vacant	\$0.00		
142	vacant	\$0.00		
143	González	\$2,079.71	(\$986.21)	\$1,093.50
144	vacant	\$0.00		
145	Hodge	\$1,738.75	(\$986.21)	\$752.54
146	vacant	\$0.00		
147	Toye	\$1,391.00	(\$986.21)	\$404.79
148	vacant	\$0.00		
149	Núñez Vergara	\$1,043.25	(\$986.21)	\$57.04
150	Alvarez	\$1,043.25	(\$986.21)	\$57.04
151	vacant	\$0.00		

AMOUNT OF REIMBURSEMENT FOR TENANTS FOR 2012				\$33,260.90
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Rainier Vista 2010, 2011, 2012 Water Restitution · Compiled by Crummer and Frame

Unit	Tenant	2011 Actual Amount Paid by each tenant for the cost of water (charged by Rainier)	Subtract \$1,000.19 (the amount Rainier should have charged each tenant for the cost of water in 2011)	Total Amount of Reimbursement for Tenant for 2011
1	Zler	\$1,066.18	(\$1,000.19)	\$65.99
2	Wood	\$727.82		
3	Garcia Allende	\$2,028.64	(\$1,000.19)	\$1,028.45
4	Hernandez Alvarez	\$756.20		
5	Mendez Hernandez	\$80.00		
6	Garcla	\$561.66		
7	Green	\$1,130.64	(\$1,000.19)	\$130.45
8	Vacant	\$0.00		
9	Payne	\$376.88		
10	Gordon	\$955.28		
11	Valadez Salado	\$1,507.52	(\$1,000.19)	\$507.33
12	Painter	\$1,130.64	(\$1,000.19)	\$130.45
13	Vacant	\$0.00		
14	Day	\$753.76		
15	Deer	\$870.16		
16	Omellas	\$376.88		
17	Schultz	\$652.16		
18	Gomez Ovando	\$883.52		
19	Vacant	\$0.00		
20	Leetch	\$753.76		
21	Schrader	\$1,130.64	(\$1,000.19)	\$130.45
22	Goetz	\$753.76		
23	Hoy	\$885.54		
24	Bennett	\$739.92		
25	Bush	\$376.88		
26	Young	\$1,130.64	(\$1,000.19)	\$130.45
27	Dellinger	\$753.76		
28	Vacant	\$0.00		
29	Brown	\$376.88		
30	Vacant	\$0.00		
31	Vacant	\$0.00		
32	Sorensen	\$1,130.64	(\$1,000.19)	\$130.45
33	Vella	\$637.36		
34	Vacant	\$0.00		
35	Ray	\$753.76		
36	Pichardo	\$1,130.64	(\$1,000.19)	\$130.45
37	Haas	\$689.38		
38	Tario Pozo	\$374.44		
39	Dimas	\$376.88		
40	Perete Torres	\$1,241.52	(\$1,000.19)	\$241.33
41	Perete Torres	\$1,881.96	(\$1,000.19)	\$881.77
42	Nelson	\$564.10		

Rainier Vista 2010, 2011, 2012 Water Restitution Compiled by Crummer and Frame

43	Hernandez	\$1,507.52	(\$1,000.19)	\$507.33
44	Vacant	\$0.00		
45	Ibarra	\$753.76		
46	Santo	\$753.76		
47	Garcia Nabor	\$750.72		
48	Velasquez	\$1,507.52	(\$1,000.19)	\$507.33
49	Vacant	\$0.00		
50	Carillo	\$1,697.18	(\$1,000.19)	\$696.99
51	Bundy	\$753.76		
52	Miller	\$753.76		
53	Santiago	\$1,377.28	(\$1,000.19)	\$377.09
54	Gonzalez Villana	\$2,261.28	(\$1,000.19)	\$1,261.09
55	Vacant	\$0.00		
56	Clayton	\$753.76		
57	Vacant	\$0.00		
58	Woods	\$753.76		
59	Gonzales	\$1,260.42	(\$1,000.19)	\$260.23
60	Vacant	\$0.00		
61	Mattioti	\$1,130.64	(\$1,000.19)	\$130.45
62	Hohl	\$1,000.40	(\$1,000.19)	\$0.21
63	Jiminez	\$2,197.92	(\$1,000.19)	\$1,197.73
64	Pedroza	\$2,261.28	(\$1,000.19)	\$1,261.09
65	Gomez Morelos	\$1,534.52	(\$1,000.19)	\$534.33
66	Harrison	\$753.76		
67	Collins	\$1,129.64	(\$1,000.19)	\$129.45
68	Pierson	\$753.76		
69	Koppenstein	\$263.56		
70	Graf	\$1,317.86	(\$1,000.19)	\$317.67
71	Vacant	\$0.00		
72	Rodriguez	\$376.84		
73	Teeters	\$376.88		
74	Capps	\$672.62		
75	Son	\$629.32		
76	Ibarra Ambriz	\$753.76		
77	Alvarado	\$1,884.40	(\$1,000.19)	\$884.21
78	Barboza	\$2,261.28	(\$1,000.19)	\$1,261.09
79	Silva	\$1,902.86	(\$1,000.19)	\$902.67
80	Salazar	\$561.66		
81	Abraham	\$1,507.52	(\$1,000.19)	\$507.33
82	Vacant	\$0.00		
83	Vacant	\$0.00		
84	Cote	\$376.88		
85	Campbell	\$376.88		
86	Foss	\$753.76		
87	Ayala	\$1,507.52	(\$1,000.19)	\$507.33
88	Gordon	\$367.04		
89	Hughes	\$376.88		

Rainier Vista 2010, 2011, 2012 Water Restitution Compiled by Crummer and Frame

90	Vacant	\$0.00		
91	Miller	\$506.64		
92	Camino	\$376.88		
93	Cisco	\$224.54		
94	Vacant	\$0.00		
95	Chavez	\$1,507.52	(\$1,000.19)	\$507.33
96	Rohleder	\$1,739.24	(\$1,000.19)	\$739.05
97	Koch	\$572.02		
98	Vacant	\$0.00		
99	Mills	\$837.93		
100	Wickward	\$1,507.51	(\$1,000.19)	\$507.32
101	Graham	\$1,130.64	(\$1,000.19)	\$130.45
102	Grimaldo	\$1,507.52	(\$1,000.19)	\$507.33
103	Osmin	\$1,130.64	(\$1,000.19)	\$130.45
104	Sherman	\$376.88		
105	Thompson	\$2,261.28	(\$1,000.19)	\$1,261.09
106	Palmer	\$753.76		
107	Stanley	\$1,884.40	(\$1,000.19)	\$884.21
108	Diaz	\$322.84		
109	Rosales Vasquez	\$766.70		
110	Strahl	\$1,507.52	(\$1,000.19)	\$507.33
111	Dahl	\$1,130.64		
112	Chesterman	\$2,261.28	(\$1,000.19)	\$1,261.09
113	O'Neill	\$376.88		
114	Ramsey	\$1,130.64	(\$1,000.19)	\$130.45
115	Wright	\$753.76		
116	Byers	\$753.76		
117	Davis	\$753.76		
118	Vacant	\$0.00		
119	Vacant	\$0.00		
120	Crain	\$1,130.64	(\$1,000.19)	\$130.45
121	Guberson	\$2,261.28	(\$1,000.19)	\$1,261.09
122	McNeely	\$753.76		
123	Vasquez	\$1,594.12	(\$1,000.19)	\$593.93
124	Hernandez	\$1,507.52	(\$1,000.19)	\$507.33
125	Goble	\$1,507.52	(\$1,000.19)	\$507.33
126	Torres	\$1,507.52	(\$1,000.19)	\$507.33
127	Torres	\$1,507.52	(\$1,000.19)	\$507.33
128	Graham	\$1,507.52	(\$1,000.19)	\$507.33
129	Lewis	\$753.76		
130	Turner	\$630.70		
131	Neeser	\$753.76		
132	Tith	\$1,130.64	(\$1,000.19)	\$130.45
133	Deloney	\$753.76		
134	Vacant	\$0.00		
135	Fullerton	\$376.88		
136	Omellas	\$376.88		

Rainier Vista 2010, 2011, 2012 Water Restitution Compiled by Crummer and Frame

137	Gonzales Villuna	\$1,507.52	(\$1,000.19)	\$507.33
138	Gonzales Villuna	\$1,902.80	(\$1,000.19)	\$902.61
139	Chavira	\$2,261.28	(\$1,000.19)	\$1,261.09
140	Maure	\$1,507.52	(\$1,000.19)	\$507.33
141	Vacant	\$0.00		
142	Vacant	\$0.00		
143	González	\$1,507.52	(\$1,000.19)	\$507.33
144	Vacant	\$0.00		
145	Hodge	\$1,884.40		
146	Vacant	\$0.00		
147	Toye	\$1,507.52	(\$1,000.19)	\$507.33
148	Vacant	\$0.00		
149	Nunez Vergara	\$1,162.83	(\$1,000.19)	\$162.64
150	Alvarez	\$1,033.91	(\$1,000.19)	\$33.72
151	Tagavilla	\$1,754.70	(\$1,000.19)	\$754.51

AMOUNT OF REIMBURSEMENT FOR TENANTS FOR 2011				\$31,113.75
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Rainier Vista 2010, 2011, 2012 Water Restitution Compiled by Crummer and Frame

Unit	Tenant	2010 Actual Amount Paid by each tenant for the cost of water (charged by Rainier)	Subtract \$891.51 (the amount Rainier should have charged each tenant for the cost of water in 2010)	Total Amount of Reimbursement for Tenant for 2010
1	Warren / Zler	\$329.56		
2	Wood	\$659.13		
3	Garcia Allende	\$1,451.20	(\$891.51)	\$559.69
4	Hernandez Alvarez	\$866.43		
5	Lopez	\$1,486.87	(\$891.51)	\$595.36
6	Vacant	\$0.00		
7	Green	\$988.69	(\$891.51)	\$97.18
8	Vacant	\$0.00		
9	Green / Payne	\$333.26		
10	Casebolt / LaFontaine	\$335.35		
11	Valadez Salado	\$1,318.26	(\$891.51)	\$426.75
12	Painter	\$1,004.83	(\$891.51)	\$113.32
13	Bennett / Keys	\$695.72		
14	Day	\$656.13		
15	Deer	\$530.49		
16	Omellas	\$359.73		
17	Schultz	\$492.58		
18	Gomez Ovando	\$723.51		
19	Vacant	\$0.00		
20	Leetch	\$659.13		
21	Schrader	\$988.69	(\$891.51)	\$97.18
22	Goetz	\$919.22	(\$891.51)	\$27.71
23	Hoy	\$659.13		
24	Binus	\$596.60		
25	Bush	\$344.10		
26	Young	\$988.69	(\$891.51)	\$97.18
27	Dellinger	\$659.13		
28	vacant	\$0.00		
29	Brown	\$329.56		
30	vacant	\$0.00		
31	vacant	\$0.00		
32	Sorensen	\$988.69	(\$891.51)	\$97.18
33	Vella	\$988.69	(\$891.51)	\$97.18
34	Jeffries	\$358.63		
35	Ray	\$567.53		
36	Richardo	\$988.69	(\$891.51)	\$97.18
37	vacant	\$0.00		
38	vacant	\$0.00		
39	Dimas	\$373.17		
40	Perete Torres	\$1,055.67	(\$891.51)	\$164.16
41	Perete Torres	\$1,318.26	(\$891.51)	\$426.75
42	Nelson	\$237.97		

Rainier Vista 2010, 2011, 2012 Water Restitution Compiled by Crummer and Frame

43	Hernandez	\$1,318.26	(\$891.51)	\$426.75
44	vacant	\$0.00		
45	Ibarra	\$659.13		
46	Santo	\$659.13		
47	Garcia Nabor	\$659.13		
48	Velasquez	\$1,318.26	(\$891.51)	\$426.75
49	vacant	\$0.00		
50	Carillo	\$1,443.30	(\$891.51)	\$551.79
51	Bundy	\$659.13		
52	Miller	\$1,120.48	(\$891.51)	\$228.97
53	Santiago	\$1,584.48	(\$891.51)	\$692.97
54	González Villana	\$1,451.20	(\$891.51)	\$559.69
55	vacant	\$0.00		
56	Clayton	\$659.13		
57	vacant	\$0.00		
58	Woods	\$659.13		
59	Gonzales	\$1,487.69	(\$891.51)	\$596.18
60	vacant	\$0.00		
61	Matriotti	\$988.69	(\$891.51)	\$97.18
62	Hohl	\$659.13		
63	Jiminez	\$1,181.87	(\$891.51)	\$290.36
64	Pedroza	\$874.24		
65	Gomez Morelos	\$1,318.28	(\$891.51)	\$426.77
66	Harrison	\$659.13		
67	Collins	\$988.69	(\$891.51)	\$97.18
68	Pierson	\$659.13		
69	vacant	\$0.00		
70	Grat	\$988.69	(\$891.51)	\$97.18
71	vacant	\$0.00		
72	Rodriguez	\$924.31	(\$891.51)	\$32.80
73	Teeters	\$329.56		
74	Rosenberger / Sobal	\$609.32		
75	Tripp	\$719.97		
76	Ibarra Ambriz	\$659.13		
77	Alvarado	\$1,189.85	(\$891.51)	\$298.34
78	Barboza	\$1,650.89	(\$891.51)	\$759.38
79	Silva	\$1,318.26	(\$891.51)	\$426.75
80	vacant	\$0.00		
81	Abraham	\$909.21	(\$891.51)	\$17.70
82	vacant	\$0.00		
83	vacant	\$0.00		
84	Cote	\$329.56		
85	Campbell	\$329.60		
86	Foss	\$659.13		
87	21st Mortgage / Ayala	\$920.28	(\$891.51)	\$28.77
88	Foss	\$677.98		
89	Hughes	\$329.56		

Rainier Vista 2010, 2011, 2012 Water Restitution Compiled by Crummer and Frame

90	vacant	\$0.00		
91	Miller	\$988.69	(\$891.51)	\$97.18
92	Camino	\$329.56		
93	Brady	\$659.13		
94	vacant	\$0.00		
95	Chavez	\$1,342.07	(\$891.51)	\$450.56
96	Rohleder	\$1,409.85	(\$891.51)	\$518.34
97	Koch	\$408.48		
98	vacant	\$0.00		
99	Greentree / Mills	\$1,221.53	(\$891.51)	\$330.02
100	Wickward	\$1,318.26	(\$891.51)	\$426.75
101	Graham	\$988.69	(\$891.51)	\$97.18
102	Grimaldo	\$1,409.85	(\$891.51)	\$518.34
103	Osmun	\$988.69	(\$891.51)	\$97.18
104	Sherman	\$329.56		
105	Thompson	\$1,977.35	(\$891.51)	\$1,085.84
106	Palmer	\$659.13		
107	Stanley	\$1,350.45	(\$891.51)	\$458.94
108	Rodriguez Torres	\$1,729.80	(\$891.51)	\$838.29
109	Morales Diaz / Jordan	\$880.96		
110	Strahl	\$1,318.26	(\$891.51)	\$426.75
111	Dahl	\$988.69	(\$891.51)	\$97.18
112	Chesterman	\$1,977.38	(\$891.51)	\$1,085.87
113	O'Neill	\$329.56		
114	Ramsey	\$988.69	(\$891.51)	\$97.18
115	Wright	\$659.13		
116	Byers	\$659.13		
117	Davis	\$659.13		
118	vacant	\$0.00		
119	vacant	\$0.00		
120	Crain	\$988.69	(\$891.51)	\$97.18
121	Gulberson	\$1,794.20	(\$891.51)	\$902.69
122	McNeely	\$659.13		
123	vacant	\$0.00		
124	Hernandez / Moriarity	\$506.68		
125	Goble	\$1,318.26	(\$891.51)	\$426.75
126	Torres	\$1,914.86	(\$891.51)	\$1,023.35
127	Torres	\$1,318.26	(\$891.51)	\$426.75
128	Graham	\$1,508.08	(\$891.51)	\$616.57
129	Lewis	\$659.13		
130	Turner	\$1,482.95	(\$891.51)	\$591.44
131	Neeser	\$659.13		
132	Tith	\$988.69	(\$891.51)	\$97.18
133	Deloney	\$659.13		
134	vacant	\$0.00		
135	Fullerton	\$626.94		
136	Omellas	\$329.56		

Rainier Vista 2010, 2011, 2012 Water Restitution Compiled by Crummer and Frame

137	Gonzales Villuna	\$1,318.26	(\$891.51)	\$426.75
138	Gonzales Villuna	\$1,350.45	(\$891.51)	\$458.94
139	Chavira	\$1,359.20	(\$891.51)	\$467.69
140	Maurer	\$1,318.26	(\$891.51)	\$426.75
141	vacant	\$0.00		
142	vacant	\$0.00		
143	Gonzalez / Tripp	\$600.08		
144	vacant	\$0.00		
145	Hodge	\$1,556.23	(\$891.51)	\$664.72
146	vacant	\$0.00		
147	Toye	\$1,318.26	(\$891.51)	\$426.75
148	vacant	\$0.00		
149	Nunez Vergara	\$1,574.88	(\$891.51)	\$683.37
150	Alvarez	\$659.13		
151	Tagavilla	\$1,647.82	(\$891.51)	\$756.31

AMOUNT OF REIMBURSEMENT FOR TENANTS FOR 2010	\$24,071.12
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	Total Amount of Reimbursement for Tenants for 2010, 2011, and 2012
AMOUNT OF REIMBURSEMENT FOR TENANTS FOR 2010	\$24,071.12
AMOUNT OF REIMBURSEMENT FOR TENANTS FOR 2011	\$31,113.75
AMOUNT OF REIMBURSEMENT FOR TENANTS FOR 2012	\$33,260.90
TOTAL RAINIER VISTA TO REIMBURSE	\$88,445.77

WASHINGTON STATE ATTORNEY GENERAL

February 12, 2016 - 1:39 PM

Transmittal Letter

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Case Name: Narrows Real Estate, Inc., d/b/a Rainier Vista Mobile Home Park v. MHDRP,
Consumer Protection Division, Office of the Attorney General

Court of Appeals Case Number: 47766-1

Is this a Personal Restraint Petition? Yes No

The document being Filed is:

Designation of Clerk's Papers Supplemental Designation of Clerk's Papers

Statement of Arrangements

Motion: ____

Answer/Reply to Motion: ____

Brief: Respondent Cross-Appellant's

Statement of Additional Authorities

Cost Bill

Objection to Cost Bill

Affidavit

Letter

Copy of Verbatim Report of Proceedings - No. of Volumes: ____

Hearing Date(s): _____

Personal Restraint Petition (PRP)

Response to Personal Restraint Petition

Reply to Response to Personal Restraint Petition

Petition for Review (PRV)

Other: _____

Comments:

No Comments were entered.

Sender Name: Natalia Corduneanu - Email: MichelleB1@atg.wa.gov

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