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SUPREME COURT
OF THE STATE OF WASHINGTON

WESTERN PLAZA, LLC,

Petitioner,

v.

NORMA TISON,

Respondent.

SUPPLEMENTAL BRIEF OF PETITIONER
WESTERN PLAZA, LLC
PER COURT ORDER

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A. INTRODUCTION AND QUESTION PRESENTED

At issue in this case is a one-year lease agreement that expired fourteen years ago, but which contains an unacknowledged, interlineated rental restriction that the respondent argues created a perpetual lease.

This Court has ordered supplemental briefing from the parties on the question of whether the general real estate statute of frauds, RCW 64.04.010, governs MHLTA leases, or whether the MHLTA “contains its own specific statute of frauds in RCW 59.20.060(1) that precludes application of RCW 64.04.010?”

The statute of frauds unambiguously applies to MHLTA leases, and the Legislature did not expressly or impliedly amend that statute to exempt those leases from RCW 64.04.010. The two statutes do not conflict with each other, and thus must be read as one harmonious statutory framework. MHLTA leases longer than one year must comply with the statute of frauds and be written and acknowledged to be enforceable.

B. ARGUMENT

- (1) The Legislature Expressed No Intent to Amend the Statute of Frauds in RCW 59.20.060; Any Such Amendment Would Have to Comply with Art. II sec. 37 of the Washington Constitution

This Court has asked the parties whether RCW 59.20.060(1) constitutes a specific statute of frauds that precludes application of the general statute of frauds in RCW 64.04.010. In other words, this Court has asked whether the Legislature meant for RCW 64.04.010 to be disregarded in the context of MHLTA leases.

When the words in a statute are “clear and unequivocal,” we must assume the legislative body meant exactly what it said and apply the statute as written. *Duke v. Boyd*, 133 Wn.2d 80, 87, 942 P.2d 351 (1997). An unambiguous statute is not subject to judicial construction and the court must derive its meaning from the plain language. *Group Health Cooperative, Inc. v. Dep’t of Revenue*, 106 Wn.2d 391, 401, 722 P.2d 787 (1986). Each word of a statute must be given meaning and effect so that none is rendered superfluous. *State v. Roggenkamp*, 153 Wn.2d 614, 624, 106 P.3d 196 (2005). No unambiguous language or statute may be deleted or ignored. *Id.*

RCW 64.04.010 applies to “every conveyance of real estate, or interest therein” (emphasis added). An agreement to execute a lease is within the statute of frauds. *Friedl v. Benson*, 25 Wn. App. 381, 386, 609 P.2d 449 (1980); *Family Med. Bldg., Inc. v. State, Dep’t of Soc. & Health Servs.*, 37 Wn. App. 662, 666, 684 P.2d 77 (1984) *aff’d and remanded*, 104 Wn.2d 105, 702 P.2d 459 (1985).

Because the statute of frauds unambiguously applies to leases of land, in order for MHLTA leases to be exempt, the Legislature would have to amend the statute of frauds.¹

There is no expressly stated amendatory language in RCW 59.20.060(1), or anywhere in the MHLTA, that modifies RCW 64.04.010. That statute is not mentioned in the MHLTA, either by title or section. There is also no statement of legislative intent to modify the statute of frauds in the context of MHLTA leases.

Even if the Legislature had intended to amend the statute of frauds by enacting the MHLTA, such amendment would be unconstitutional. Article II, § 37 of the Washington Constitution requires that no act or section may be amended by mere reference to its title, the entire act or section must be set forth at full length in the new act. *Amalgamated Transit Union Local 587 v. State*, 142 Wn.2d 183, 245, 11 P.3d 762 (2000), *as amended* (Nov. 27, 2000), *opinion corrected*, 27 P.3d 608 (2001). The first purpose of this provision is to avoid confusion, ambiguity, and uncertainty in the statutory law through the existence of separate and disconnected legislative provisions, original and amendatory,

¹ This Court has already ruled that the Legislature did not occupy the field of mobile/manufactured home park tenancy regulation. *Lawson v. City of Pasco*, 168 Wn.2d 675, 682, 230 P.3d 1038 (2010). Any question of whether the MHLTA might preempt other laws in the same area has thus been resolved, and the MHLTA is not preemptive.

scattered through different volumes or different portions of the same volume. *Flanders v. Morris*, 88 Wn.2d 183, 189, 558 P.2d 769 (1977); *see also, State ex rel. Wash. Toll Bridge Auth. v. Yelle*, 54 Wn.2d 545, 342 P.2d 588 (1959).

Put more simply, the purpose of art. II § 37 is to disclose the effect of the new legislation. *State v. Thorne*, 129 Wn.2d 736, 753, 921 P.2d 514 (1996). The result of compliance with art. II, § 37 should be that no further search will be required to determine the provisions of such section as amended. *Amalgamated Transit*, 142 Wn.2d at 245; *Flanders*, 88 Wn.2d at 189.

The second purpose of the constitutional provision is the necessity of insuring that legislators are aware of the nature and content of the law which is being amended and the effect of the amendment upon it. *Flanders*, 88 Wn.2d at 189. Stated another way, this second purpose is to disclose the act's impact on existing laws. *Thorne*, 129 Wn.2d at 753. This Court has put the question this way: would a straightforward determination of the scope of rights or duties under the existing statutes be rendered erroneous by the new enactment? *Amalgamated Transit*, 142 Wn.2d at 246.

This basic legislative duty was described by this Court over a century ago, and reiterated in *Amalgamated Transit*, thus:

The mischief designed to be remedied was the enactment of amendatory statutes in terms so blind that legislators themselves were sometimes deceived in regard to their effect, and the public, from the difficulty in making the necessary examination and comparison, failed to become apprised of the change in the laws. An amendatory act which purported only to insert certain words, or to substitute one phrase for another in an act or section which was only referred to but not re-published, was well calculated to mislead the careless as to its effect, and was, perhaps, sometimes drawn in that form for that express purpose. Endless confusion was thus introduced into the law, and the constitution wisely prohibited such legislation.

Id. at 246-47, quoting *Spokane Grain & Fuel Co. v. Lyttaker*, 59 Wash. 76, 78, 109 P. 316 (1910). In other words, if the Legislature intends to amend a statute, it must say so, setting forth the full text of the statute in question so that it is clear what words in the statute apply in what situations.

If the Legislature intended to amend or modify the operation of the statute of frauds in the context of the MHLTA, it was constitutionally obliged to set forth the full text of RCW 64.04.010 and insert the proper amendatory language.

(2) Because RCW 59.20.060 and 64.04.010 Do Not Conflict, They May Be Read Harmoniously, Giving Effect to Each Provision

Courts assume that a legislature always has in mind previous statutes relating to the same subject when it enacts a new provision. *Benn v. Grays Harbor Cnty.*, 102 Wash. 620, 623, 173 P. 632 (1918); 2B

Sutherland Statutory Construction § 51:2 (7th ed.). To suggest that one statute must be disregarded based on another statute's commandment, in the absence of express revocation or amendment, is to suggest implied repeal of one of the statutes.

Implied repeal of an earlier statute by a later one is not favored and must be avoided. In *Gilbert v. Sacred Heart Med. Ctr.*, 127 Wn.2d 370, 377, 900 P.2d 552 (1995), this Court addressed an argument that by enacting a provision imputing parental knowledge to minors, the Legislature impliedly repealed the operation of a statute tolling the statute of limitations for minors until they reached majority age. This Court noted that implicit repeal of statutes is strongly disfavored. *Id.*, citing *Tollycraft Yachts Corp. v. McCoy*, 122 Wn.2d 426, 439, 858 P.2d 503 (1993); *State v. Greenwood*, 120 Wn.2d 585, 593, 845 P.2d 971 (1993). Where an amendment may be harmonized with the existing provisions and purposes of a statutory scheme, there is no implicit repeal. *Tollycraft Yachts* 122 Wn.2d at 439; *Bellevue Sch. Dist. No. 405 v. Brazier Constr. Co.*, 103 Wn.2d 111, 123, 691 P.2d 178 (1984).

Where statutes relate to the same subject matter, this Court must read them as a harmonious statutory scheme that maintains the integrity of the respective statutes. *Hallauer v. Spectrum Props., Inc.*, 143 Wn.2d 126, 146, 18 P.3d 540 (2001); *see also, In re Pers. Restraint of Martin*, 129

Wn. App. 135, 141–42, 118 P.3d 387 (2005). “[I]t is the duty of this court to construe two statutes dealing with the same subject matter so that the integrity of both will be maintained.” *Gilbert*, 127 Wn.2d at 375; *Tacoma v. Cavanaugh*, 45 Wn.2d 500, 503, 275 P.2d 933 (1954); *see also*, *Bour v. Johnson*, 122 Wn.2d 829, 835, 864 P.2d 380 (1993).

Even when there may appear to be a conflict, this Court’s duty is to reconcile the statutes.² “When two statutes apparently conflict, the rules of statutory construction direct the court to, if possible, reconcile them so as to give effect to each provision.” *State v. Landrum*, 66 Wn. App. 791, 796, 832 P.2d 1359 (1992). This Court applies rules of construction resulting in the disregard of one statutory command *only* where two statutes “irreconcilably conflict.” *Hallauer*, 143 Wn.2d at 146.

Other courts follow the same rule and read ostensibly conflicting statutes on the same subject harmoniously, and, if possible, give effect to every provision in both. Kansas, for example, found that overlapping provisions of the Medical Malpractice Screening Panel Act and the Health Care Provider Insurance Availability Act are read together to reconcile their differences and reach a sensible and rational result. *Martindale v. Robert T. Tenny, M.D., P.A.*, 250 Kan. 621, 829 P.2d 561 (1992). Alaska

² This Court applied the harmonization analysis in *Lawson, supra*, when it concluded that a local Pasco ordinance did not directly conflict with a provision of the MHLTA. *Lawson*, 168 Wn.2d at 682-84.

concluded that various jurisdictional statutes dealing with child custody and visitation were *in pari materia* and had to be read harmoniously to allow courts a clear and unencumbered means to adjudicate a variety of disparate situations. *Carter v. Brodrick*, 644 P.2d 850 (Alaska 1982). Michigan held that the adult protective services portions of its Social Welfare Act and Child Protection Law should be construed similarly “to give horizontal coherence to the law.” *Michigan Ass’n of Intermediate Special Educ. Administrators v. Dep’t of Soc. Services*, 207 Mich. App. 491, 526 N.W.2d 36, 96 Ed. Law Rep. 1127 (1994). Iowa found that the availability of different penalties for essentially the same conduct, alone, is not enough to prefer one statute over another. *State v. Peters*, 525 N.W.2d 854 (Iowa 1994).

In addition to enacting the general statute of frauds which applies to all real property transactions, our Legislature reaffirmed that the statute of frauds applies to all tenancies by enacting RCW 59.04.010.³ There is no exception noted in that statute for MHLTA tenancies. Also, in the context of the Residential Landlord Tenant Act (“RLTA”), the Legislature noted that unacknowledged leases for terms lasting less than one year

³ RCW 59.04.010 states: “Tenancies from year to year are hereby abolished except when the same are created by express written contract. Leases may be in writing or print, or partly in writing and partly in print, and shall be legal and valid for any term or period not exceeding one year, without acknowledgment, witnesses or seals.” RCW 59.04.010

would be permitted, RCW 59.18.210, but affirming that leases longer than a year *must* be in writing and acknowledged, which mirrors the general statute of frauds exactly as it applies to tenancies. *Id.*⁴

Although in the MHLTA the Legislature did not mention acknowledgement, such an omission does not contradict the general statute of frauds, or the specific statute of frauds that applies to tenancies. In fact, *nothing* in the text of RCW 59.20.060 irreconcilably conflicts with the text of RCW 59.04.010 or RCW 64.04.010. They can be read as a harmonious statutory scheme. RCW 64.04.010 requires that conveyances or encumbrances of real property be by deed and acknowledged. RCW 59.20.060 provides that leases must be in writing, but does not say that they need not be by deed or acknowledged.⁵

The fact that MHLTA leases involve real property, and that the Legislature anticipated some MHLTA rental agreements might exceed one

⁴ Although RCW 64.04.010 does not say it expressly, the statute of frauds has been interpreted to void only leases longer than one year, and to convert any unacknowledged multi-year lease into a month-to-month tenancy. *Stevenson v. Parker*, 25 Wn. App. 639, 608 P.2d 126 (1980) (citing *Haggen v. Burns*, 48 Wn.2d 611, 295 P.2d 725 (1956); *Labor Hall Ass'n, Inc. v. Danielsen*, 24 Wn.2d 75, 93, 163 P.2d 167 (1945); *Garbrick v. Franz*, 13 Wn.2d 427, 430, 125 P.2d 295 (1942)).

⁵ And again, the omission cannot be construed as an implicit amendment of the general statute of frauds without running afoul of art. II, § 37.

year, yet failed to make reference to RCW 64.04.010,⁶ leaves little doubt that the Legislature was aware the statute of frauds would still apply and endorsed its application. First, as a matter of statutory interpretation, this Court presumes the Legislature's awareness of prior enactments. Second, the statute of frauds is not some little-known or referenced statute enacted on some obscure subject. It is a "basic" principle of contract law that every first year law student learns. *Firth v. Lu*, 103 Wn. App. 267, 278, 12 P.3d 618, 625 (2000).

In enacting RCW 59.20.060, the Legislature did not amend RCW 64.04.010 or prohibit its application to MHLTA leases. The two statutes can and must be read harmoniously, with both having full and complementary effect. The general statute of frauds applies to MHLTA leases.

(3) Policy Considerations

This Court would no doubt be correctly concerned about the policy implications of affirming application of the statute of frauds to MHLTA leases, and invalidating the interlineated rent provision in the lease at issue. It is unclear how many existing MHLTA leases comply with the statute of frauds.

⁶ RCW 59.20.060(2)(c) contemplates multi-year agreements: "...[A] rental agreement for a term exceeding one year may provide for annual increases in rent in specified amounts or by a formula specified in such agreement...."

However, there are several reasons that this Court can apply the law without fear of undermining the contractual relationships these tenants and landlords enjoy. First, the existing leases were entered into freely by both parties, under a strictly regulated statutory framework, on terms that work for both. Parties to these leases can simply comply with the statute of frauds formalities and maintain their existing leases.⁷

Any landlords who attempt to take advantage of this Court's ruling by unilaterally cancelling lease terms on this technicality, in order to materially alter the terms of the new leases, would be violating the MHLTA. RCW 59.20.020. That statute expressly forbids such bad faith conduct. *Id.*

Finally, for those tenants enjoying long term leases that want them preserved but faced resistance by some landlords, they would be able to take advantage of the doctrine of part performance to take their leases out of the statute of frauds.⁸

⁷ It is a common stereotype in landlord-tenant disputes that all property owners are greedy and unprincipled people looking to exploit unsuspecting tenants. *See Matzger v. Arcade Bldg. & Realty Co.*, 102 Wash. 423, 432, 173 P. 47, 50 (1918). While this stereotype may be true of some property owners, there is no evidence to support the notion that MHLTA landlords will *en masse* seek to invalidate leases they agreed to and throw their entire business into chaos.

⁸ As it pertains to the peculiar facts of this case, the equitable doctrine of part performance would not apply. Again, the lease at issue here is a one-year lease with a multi-year interlineated rent provision that purports to transform it into a perpetual rent-controlled lease. The one-year lease expired more than a decade ago, but the rent provision allegedly rendered that one-year lease perpetual. Thus, part performance

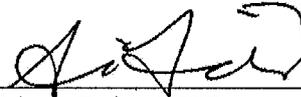
In short, although this Court must be mindful of the policy implications of its decisions, it must also apply the law. In this case, there are several mechanisms to ensure that application of the statute of frauds does not cause turmoil in this field.

C. CONCLUSION

The general statute of frauds was not amended by, nor does it conflict with, RCW 59.20.060. There is no indication that the Legislature intended MHLTA leases to be exempt from the statute of frauds. The two statutes are harmonious and can be applied without conflict.

DATED this 13th day of July, 2015.

Respectfully submitted,



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cannot be applied. There cannot be "part performance" of an expired one-year lease through the operation of perpetual renewals. *See Nat'l Laundry Co. v. Mayer*, 79 Wash. 212, 216, 140 P. 393 (1914) (part performance could validate the first five-year term of a lease, but without compliance with the statute of frauds an unacknowledged renewal of the second lease term was invalid).

DECLARATION OF SERVICE

On said day below I emailed a courtesy copy and deposited in the U.S. Mail for service a true and accurate copy of the Supplemental Brief of Petitioner Western Plaza, LLC Per Court Order in Supreme Court Cause No. 90179-1 to the following parties:

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

DATED: July 13th, 2015, at Seattle, Washington.



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Good afternoon:

Attached please find the following document for filing with the Supreme Court:

Document to be filed: Supplemental Brief of Petitioner Western Plaza, LLC Per Court Order
Case Name: Western Plaza, LLC v. Norma Tison
Case Cause Number: 90179-1
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