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STATE OF WASHINGTON  
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IN THE COURT APPEALS, DIVISION NO. 1,  
OF THE STATE OF WASHINGTON

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<b>Kenneth Jennings,</b>	) <b>Case No.: 63608-1-I</b>
	)
<b>Petitioner,</b>	) <b>Petitioner's Brief</b>
	) <b>Appellate Review of Small Claims Trial</b>
<b>vs.</b>	) <b>Judgment of Dismissal of Personal Injury</b>
	) <b>Claim &amp; Superior Court Judgment on</b>
<b>The Seattle Housing Authority ("SHA"),</b>	) <b>Review De Novo on the Record Affirming</b>
	) <b>Small Claims Trial Judgment of Dismissal</b>
<b>Respondent.</b>	) <b>(RCW 12.36.055; RAP 2.2 (c))</b>
	)

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**PETITIONER'S BRIEF**

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**Petitioner.** Kenneth Jennings, of 2215 First Avenue # 1107, Seattle, WA 98121, 206-723-6902, the Petitioner, acting as his own legal counsel (Pro Se).

**The Seattle Housing Authority.** Represented by Don Means, 120 Sixth Avenue North, P.O. Box 19028, Seattle, WA 98109 (206) 615-3315

**January 22, 2010**

## I. TABLE OF CONTENTS

	<b>Page(s)</b>
1. <b>Introduction</b> .....	1-2
2. <b>Assignment of Errors</b> .....	2-4
3. <b>Statement of the Case</b> .....	4-7
4. <b>Small Claim Filed</b> .....	7
5. <b>SHA’s Pre-Trial Motions</b> .....	8-9
6. <b>Petitioner’s Pre-Trial Memorandum</b> .....	9-10
7. <b>Exhibits Presented with Pre-Trial Memorandum</b> .....	11-13
8. <b>Small Claims Trial</b> .....	13-14
9. <b>Appeal to King County Superior Court</b> .....	14-16
10. <b>Washington Court of Appeals</b> .....	17
11. <b>Argument for Common Law Negligence Liability</b> .....	18-23
12. <b>Argument for Strict Liability</b> .....	23-26
13. <b>Argument for Damages</b> .....	26-27
14. <b>Argument Against SHA’s Small Claims Defenses</b> .....	27-30
15. <b>Argument Against SHA Presenting New Legal Issues</b> .....	30-31
16. <b>Conclusion</b> .....	31-33
17. <b>Appendix, Texts and portions of texts of cited U.S. and Washington Statutory law, Seattle Municipal Ordinances, and a provision of tenant lease agreement.</b>	
18. <b>Exhibits, Numbers 1 through 11 corresponding with key portions of the record from the Small Claims Trial and additionally designated as Clerks Papers (“CP”) with CP page numbers for the Court’s convenience.</b>	

## II. TABLE OF AUTHORITIES

Washington Court Cases	Page (s)
1. <i>Faulkner v. Racquetwood Vill. Condo</i> , 106 Wn. App. 483, 487 (2001).....	18
2. <i>Frobig v. Gorden</i> , 124 Wn. 2d 732, 881 P.2d 226 (1994).....	23
3. <i>Griffin v. West RS, Inc.</i> 97 Wn. App. 557 at 565-67, 984 P. 2d 1070 (1999).....	21,22
4. <i>Markwood v. McBroom</i> , 110 Wash. 208, 211-12, 188 P. 521 (1920).....	24
5. <i>Marriage of Wolk</i> , 65 Wn App. 356, 357, 828 P.2d 634 (1992).....	29
6. <i>Peterson v. State</i> , 100 Wn. 2d 421, 427, 671 P. 2d 230 (1983).....	21
7. <i>Rhoades v. City of Battle Ground</i> , 115 Wn. App. 752, 763, 63 P.3d 142 (2002), review denied, 149 Wn. 2d 1028 (2005).....	24

### United States Code/ Washington Statutes/ Seattle Municipal Codes

1. 42 USC Section 1437(a).....	18
2. RCW 4.96.020.....	4,8,10,15,27,28,29,31
3. RCW 12.36.055.....	1,3,17,31
4. RCW 12.40.050.....	10,27,30
5. RCW 12.40.060.....	10,27,30
6. RCW 16.08.040.....	3,8,9,26,32
7. RCW 35.82.010.....	18
8. SMC 9.25.022 (b).....	3,9,23,24,32
9. SMC 9.25.084 (G)(1).....	6

### Washington Court Rules

1. CRLJ 12 (b) (6) and CR 12 (b) (6).....	4,8,10,15,27,29,30,31,32
2. CRLJ 72(b).....	31
3. RAP 2.2 (c).....	1,17
4. RAP 2.3 (d).....	17

## INTRODUCTION

This case is an appeal under *RCW 12.36.055* and *RAP 2.2 (c)* from (1) a Small Claims trial Judgment<sup>1</sup> which dismissed Petitioner's Personal Injury from a dog bite claim against Respondent *Seattle Housing Authority* (hereafter "*SHA*"); and (2) a *Superior Court Judgment*<sup>2</sup> upon Review of a *Trial De Novo on the Record* which *affirmed* the Small Claims trial Judgment and *dismissed* Petitioner's appeal.

The *Small Claims Notice and Complaint*<sup>3</sup> was originally filed on *December 23<sup>rd</sup>, 2008*, against *two defendants*: (1) *Ray Vincent* (hereafter "*Vincent*") the owner of a dog named "*Skoshie*"; and (2) *SHA*, owner and manager of a low income public housing apartment building named *Bell Tower Apartments* (hereafter "*BTA*"). Petitioner *Jennings* (hereafter "*Jennings*") was bitten by *Skoshie* in the *common area* front entrance and lobby of the *BTA* on *September 26<sup>th</sup>, 2007*. *Vincent* and *Jennings* were tenants of *BTA* at that time.

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<sup>1</sup> Small Claims Trial Judgment, 02-12-2009 CP pg. 61)EX # 1

<sup>2</sup> King County Superior Court Judgment, 05-11-2009 (CP pg. 106)EX # 2

<sup>3</sup> Small Claims Notice and Complaint, 12-23-2008 (CP pgs. 12-15)EX # 3, pgs.1-4

A Small Claims trial was held in *King County District Court Small Claims Division* on *February 12<sup>th</sup>, 2009*. *Jennings* claimed damages of *\$5,000.00* against *Vincent* and *SHA* *individually* and *severally*. The Small Claims court awarded *Jennings* a *\$525.00* Judgment against defendant *Vincent* and *dismissed without comment* all claims against *SHA*.

*Jennings* appealed the dismissal of all claims against *SHA* to the *King County Superior Court* on *March 12<sup>th</sup>, 2009*<sup>4</sup> and requested the remaining *\$4, 475.00* of his initial claim plus costs and expenses and allowable interest. On *May 11<sup>th</sup>, 2009*, *King County Superior Court Judge Michael Fox* affirmed the Small Claims Judgment without indicating the basis of his decision or entering any *findings of fact or conclusions of law*.<sup>5</sup> A Notice of Appeal was filed on *May 26<sup>th</sup>, 2009*.<sup>6</sup>

### ASSIGNMENT OF ERROR

Neither the Small Claims Judge nor the Superior Court Judge provided any reasoning for their respective decisions.

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<sup>4</sup> Notice of Appeal to Superior Court, 03-12-2009 (CP pg. 1)

<sup>5</sup> (CP pg. 106)

<sup>6</sup> Notice of Appeal to Court of Appeals, 05-26-2009

Therefore, other than to generally characterize those decisions as clearly erroneous and arbitrary and capricious exercises of judicial discretion, it is difficult to ascribe an error more precisely to those decisions. However, is it not necessary to do so in an appeal from a Small Claims Judgment governed by *RCW 12.36.055*<sup>7</sup> wherein the review “*shall be de novo upon the record*” and for which the legal issues presented to the Court of Appeals are the same as those presented at the Small Claims trial and at the review of that trial by the *King County Superior Court*.<sup>8</sup> These are:

1. Whether SHA is *liable* for *Jennings* dog bite injury because it was *negligent* and the injury occurred in a *common area* of an apartment building owned by SHA?
2. Whether SHA is *strictly liable* under *RCW 16.08.040* for *Jennings* dog bite injury because it is an *owner of* Skoshie under *Seattle Municipal Code 9.25.022 (b)*?<sup>9</sup>
3. Whether *Jennings* should be awarded the remaining *\$4,475.00* plus interest and costs of the statutory maximum for Small Claims?

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<sup>7</sup> See Appendix pg. 1 for text

<sup>8</sup> Jennings Appellate Brief to Superior Court, 04-23-2009 (CP pgs. 94-105)

<sup>9</sup> See Appendix pg. 3 for text

4. Whether *SHA*'s defenses under *RCW 4.96.020*<sup>10</sup> and *CRLJ 12(b) (6)*<sup>11</sup> or *CR 12 (b) (6)* at the Small Claims trial are applicable and valid? And,
5. Whether *SHA* is permitted to present evidence and arguments not presented prior to or at the Small Claims trial?

#### STATEMENT OF THE CASE

*Jennings* is a tenant at *SHA*'s federally subsidized low income public housing complex *BTA* in downtown Seattle. *SHA* owns and manages the *BTA* which is a sixteen (16) story, one-hundred and twenty (120) apartment units building. The first floor of *BTA* is the lobby/front entrance area. That floor has no apartment units and contains the tenants mail box area, tenant and *SHA* bulletin boards, *SHA*'s Manager's Office, the tenants Community Room, two elevator door entrances, *two security-surveillance cameras*, and a front door entrance way requiring a security access card.<sup>12</sup>

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<sup>10</sup> See Appendix pg. 1 for text

<sup>11</sup> See Appendix pg. 4 for text

<sup>12</sup> (CP pgs. 12-15, & CP pgs. 94-105)

*BTA* tenants are permitted by *SHA* to keep dogs and other animals as pets residing in their apartment units. The regulations for keeping and maintaining dogs at *BTA* are written in a three-page *SHA Pet Policy Rider* (hereafter “*Pet Lease*”)<sup>13</sup> which is an addendum to pet owners lease agreements.

On *September 26<sup>th</sup>, 2007*, *Jennings* entered the security protected front entranceway of *BTA*. Another *BTA* tenant named *Vincent*, the owner of a “*Jack Russell Terrier*” breed named “*Skoshie*”, sat in the lobby area with his dog. As *Jennings* entered the doorway, *Skoshie* broke away from *Vincent*, bit *Jennings* in the lower left calf and inflicted *five (5) small to medium sized puncture wounds* which caused bleeding and pain. The attack and biting incident were recorded on *BTA’s* entranceway security camera.<sup>14</sup>

*Jennings* telephoned Seattle Animal Control and the Seattle Police Department after *Vincent* refused to remove his dog from the lobby. Both Seattle Animal Control and the Seattle Police Department responded. *Vincent* and his dog *Skoshie* were cited for an “*Unprovoked Bite on a Human*” under *Seattle*

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<sup>13</sup> *SHA’s Pet Lease*, CP pgs. 81-83, EX # 4 pgs 1-3

<sup>14</sup> CP pgs. 12-15

**Municipal Code 9.25.084 (G) (1).**<sup>15</sup> *Vincent* contested the citation but the Seattle Municipal Court entered a finding that the violation had been committed on **October 5<sup>th</sup>, 2007.**<sup>16</sup>

*Jennings* subsequently learned that *Skoshie* had bitten two other **BTA** tenants in the lobby area in the month prior to him being bitten;<sup>17</sup> and<sup>18</sup>; that *Skoshie* had attacked another tenant's pet dog and was at times aggressive toward **BTA** tenants in **common areas** such as the elevator and by the mail boxes;<sup>19</sup> and that he demonstrated **aggressiveness** toward a responding Seattle Police Officer.<sup>20</sup>

*SHA*, however, continued to permit *Vincent* and *Skoshie* to live at **BTA** for another four months and *Jennings* had several close encounters with *Vincent* and *Skoshie* in the **BTA** entranceway, lobby, and elevator. *Jennings* filed two written lease agreement violation grievances<sup>21</sup> with *SHA* complaining of

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<sup>15</sup> Seattle Animal Control Citation, 09-26-2007, CP pg. 68, Appendix pg. 4

<sup>16</sup> (CP pg. 14, line 21), EX # 5

<sup>17</sup> Seattle Animal Control Investigation Report, 10-04-2007, CP 66-67, EX #6

<sup>18</sup> Wonsower Declaration, 02-10-2009, CP pg. 59, EX #7

<sup>19</sup> Swapp Declaration, 02-09-2009, CP pg. 76, EX # 8

<sup>20</sup> Jennings Small Claims Trial Memorandum, 02-09-2008, CP pgs. 46-55)

<sup>21</sup> Jennings lease violation grievances 10-23&31-2007, CP pgs. 77-78, EX#9

these encounters. *Vincent* and *Skoshie* eventually moved from *BTA* in *February of 2008*.<sup>22</sup> and<sup>23</sup>.

In *October 2008 Jennings* discovered that *SHA's* Property Manager *Sarah Van Cleve* had moved *Vincent* and *Skoshie* from the *BTA* into another *SHA* owned building also managed by *Van Cleve* called Olive Ridge Apartments in the Capitol Hill neighborhood of Seattle.<sup>24</sup>

#### SMALL CLAIM FILED

*Jennings* filed a Notice of Small Claim and a three page Complaint in *King County District Court Small Claims Division* on *December 23<sup>rd</sup>, 2008*<sup>25</sup> naming both *Vincent* and *SHA* as defendants. *Jennings'* Complaint was for damages from a personal injury resulting from the dog bite and sought **\$5,000.00** *individually* and *severally* against *Vincent* and *SHA*. The claim against *Vincent* was based on a *strict liability* theory under *RCW*

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<sup>22</sup> CP pg. 47

<sup>23</sup> Crapo Proof of Service & Declaration, 02-09-2009 CP pgs. 56-57

<sup>24</sup> CP pgs. 56-57, EX # 10

<sup>25</sup> CP pgs. 46-55

**16.08.040.**<sup>26</sup> The claim against *SHA* was based upon (1) *strict liability* and (2) *negligence*.

### SHA'S PRE-TRIAL MOTIONS

On *January 5<sup>th</sup>, 2007*, *SHA* responded to *Jennings'* Small Claims Complaint by filing a motion entitled "*Motion To Dismiss Due To Lack of Jurisdiction Over Subject Matter And Defendant Seattle Housing Authority*". *SHA* argued that *Jennings* failed to meet "*the pre-filing requirement of RCW 4.96.020*" and failed to state a claim pursuant to *CRLJ 12(b) (6) and CR 12(b) (6)*. *SHA* also requested to be represented by *legal counsel* on the arguments that: (1) it is "*in the interest of justice and fairness*"; (2) it is required to *safeguard public funds and program integrity*; and (3) defenses to claims against *SHA* are "*often legal in nature and not adequately known or argued by the layman.*"<sup>27</sup>

Small Claims Court Judge *Judith Eiler* granted *SHA's* request to be represented by legal counsel and ruled that all other pre-trial motions would be considered on the day of the trial. On

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<sup>26</sup> See Appendix pg. 2 for text

<sup>27</sup> *SHA Pre-Trial Motions & Declarations, 01-05-2008, CP pgs. 16-30,*

*February 9<sup>th</sup>, 2009, Jennings* filed a *nine (9) page Memorandum* with *eleven (11) exhibits* in support of his claims and in response to *SHA*'s pre-trial motions.<sup>28</sup>

### PETITIONER'S PRE-TRIAL MEMORANDUM

*Jennings*' Memorandum presented **two theories of liability** in regard to *SHA*: (1) *SHA* was **strictly liable** because (a) the bite occurred in a *common area* of the building; and (b) Seattle's local animal control ordinance *SMC 9.25.022(b)* set forth a broad enough definition of "**owner**" to make *SHA* in effect a co-owner of *Skoshi* and therefore strictly liable under **RCW 16.08.040**; and (2) *SHA* was **negligent** because (i) it had a duty to keep the *common areas* of the building safe; (ii) it breached that duty by permitting an animal with *Skoshi*'s behavioral traits and aggressive history to be kept at *BTA* in *common areas*; (iii) it knew or should have known that *Skoshi* was regularly in the *common areas*; and (iv) *Jennings*' injuries were proximately caused by *SHA*'s breach of its duty.<sup>29</sup>

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<sup>28</sup> CP pgs. 46-55,

<sup>29</sup> CP pgs. 52-54,

*Jennings* also argued that the Small Claims court should deny *SHA*'s motion to dismiss because *RCW 4.96.020* (1) required *SHA* to appoint an agent for damage claims; (2) required that agent to be "*recorded with the auditor of the county in which the entity is located.*"; (3) *SHA* did not have an agent for claims recorded with the (*King County*) Auditor; and (4) *SHA*'s failure to satisfy this requirement precluded it from raising any defense under *RCW 4.96.020(2)*.<sup>30</sup>

Finally, *Jennings* argued that the requisites for stating a claim in Small Claims Court are governed by *RCW 12.40.050* and *RCW 12.40.060*<sup>31</sup> rather than *CRLJ 12(b) (6)* and that his initial Small Claims Complaint satisfied the statutory requirements. *Jennings* also stated that he did not object to *SHA* being represented by legal counsel so long as *SHA* Property Manager *Sarah Van Cleve* would be present at the trial.<sup>32</sup>

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<sup>30</sup> CP pgs. 51-52

<sup>31</sup> See Appendix pg. 2 for text

<sup>32</sup> CP Pg. 50 & pg. 52

**EXHIBITS PRESENTED WITH PRE-TRIAL  
MEMORANDUM**

*Jennings* submitted eleven (11) marked exhibits<sup>33</sup> as attachments to his *pre-trial Memorandum*. These exhibits showed that *Skoshi's* behavior was abnormally aggressive prior to time *Jennings* was bitten; that *Skoshi* was a member of a breed of dog that had an *extraordinarily high risk* of unprovoked bites on humans due to being bred as hunting dogs;<sup>34</sup> that *Skoshi* had bitten two *BTA* tenants prior to *Petitioner* being bitten;<sup>35</sup> that *Skoshi* had attacked another tenant's pet dog prior to *Petitioner* being bitten;<sup>36</sup> and that *Jury verdicts* for the kind of injuries suffered by *Jennings* ranged anywhere from **\$1,058.00** based on the *JVR Personal Injury Manual* to **\$47,800** based on three Washington state Jury Verdicts in dog bite cases for (1) **\$30,000** (Pierce County); (2) **\$47,800** (King County) and (3) **\$12,500** (Clark County)<sup>37</sup>

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<sup>33</sup> CP pg. 55,

<sup>34</sup> "Jack Russell Terrier" and "Jack the Ripper" articles, CP pgs.84-85

<sup>35</sup> CP pg.59 and CP pgs. 66-67,

<sup>36</sup> CP pg.47

<sup>37</sup> JVR Personal Injury Manual & three Jury Verdicts, CP pgs. 87-92

*Jennings* submitted the (1) *Seattle Animal Control Infraction Report* which (a) described his *five (5) “small to medium sized puncture wounds”* on his lower left leg; (b) stated that another tenant reported being bitten by *Skoshie*; and (c) informed that *SHA* had “*security camera footage of the bite incident*”; (2) *Seattle Animal Control’s* photographs of Petitioner’s bite wounds;<sup>38</sup> (3) *Seattle Police Officer N. Guzley’s Incident Report* stating that *Skoshie “began growling”* and made “*aggressive advances*”<sup>39</sup> toward him while he was investigating *Jennings’* complaint; (4) The Sworn Declarations of two *BTA* tenants, one of whom was bitten twice by *Skoshie* in the *BTA* lobby entranceway, and the other who was growled at by *Skoshie* in the *BTA* elevators and in the tenant mail box area in the lobby near the *SHA* Manager’s Office;<sup>40</sup> (5) two grievances filed by *Jennings* with *SHA* for four encounters with *Vincent* and *Skoshie* in *BTA common areas* in the weeks after being bitten;<sup>41</sup> (6) *SHA’s Pet Lease*<sup>42</sup> which regulates *BTA’s* dog owners and *prohibits* dogs from being in *BTA’s common areas* including the

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<sup>38</sup> CP pgs. 68-73,

<sup>39</sup> SPD Officer Guzley Report, 09-26-2007, CP pgs. 74-75,

<sup>40</sup> CP pg. 59 and CP pg. 76, EX# 7 & EX # 8

<sup>41</sup> CP pgs. 77-78

<sup>42</sup> CP pgs. 81-83

*lobby*, and which *prohibits* dogs from being “*loose in the common areas of the building*”; (7) two articles about *Jack Russell Terriers* (The *Columbia Encyclopedia* and the *British Medical Journal*)<sup>43</sup> that stated these dogs were bred for hunting; were genetically programmed to be aggressive; and are *one of the two most common biting dogs* to inflict puncture wounds and laceration on humans in *unprovoked attacks*; and (8) a written statement from the *King County Auditor’s Office Manager*<sup>44</sup> that *SHA* did not have an agent for receiving tort claims recorded with that office.

### THE SMALL CLAIMS TRIAL

On the day of trial, *February 12<sup>th</sup>, 2009*, the regular Small Claims Judge (*Judith Eiler*) was substituted by *Judge Pro Tem James Schlotzhauer*. *SHA* presented no legal arguments, exhibits, or any testimony or witnesses to refute any of the factual claims and legal arguments made by *Jennings* even though *Judge Eiler* had (1) granted *SHA* permission to be represented by

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<sup>43</sup> CP pgs 84-86

<sup>44</sup> Letter from King County Auditor Office Manager, 01-20-2009, CP pg. 93, EX#11

legal counsel and (2) *SHA*'s legal counsel was present at the trial.

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*Judge Pro Tem Schlotzhauer* stated that he had read and reviewed all of the pleadings and exhibits filed with the court. He took testimony from *Vincent* and his one witness (*Diane Thompson*) and testimony from *Jennings*. Although *SHA* Property Manager *Sarah Van Cleve* was present at trial the court took no testimony from her.<sup>46</sup> *Judge Schlotzhauer* then *granted Jennings* a judgment of *\$525.00* against *Vincent* and *dismissed all claims* against *SHA* without any explanation in either his oral ruling or in his written Judgment and Order.<sup>47</sup> The Judgment of *\$525.00* against *Vincent* was satisfied on *March 11<sup>th</sup>, 2009*.

## APPEAL TO KING COUNTY SUPERIOR COURT

*Petitioner* appealed the dismissal against *SHA* to the *King County Superior Court* on *March 12<sup>th</sup>, 2009* and made arrangements with the *King County District Court Clerk* to

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<sup>45</sup> King County District Court Transmittal of Record, 02-23-2009, CP pgs. 4-5 (Audio CD of Small Claims Trial)

<sup>46</sup> Audio CD of Small Claims Trial

<sup>47</sup> Audio CD of Small Claims Trial & Small Claims Judgment, 02-12-2009, CP pg. 61

transmit the record from the Small Claims trial to the Superior Court.<sup>48</sup>

On *March 24<sup>th</sup>, 2009*, the *King County Superior Court* issued a Notice that either party may file a brief explaining why the Small Claims Court's decision was wrong. *Jennings* filed an Appellate Brief to the *King County Superior Court* on *April 23<sup>rd</sup>, 2009*,<sup>49</sup> which essentially set forth his previous arguments for *strict liability* and *negligence* and that *SHA* should have a judgment entered against it for the remaining **\$4,475.00** (plus pre and post-judgment interest and costs) of the original demand.

*Jennings* also objected to *SHA* presenting anything other than its lack of jurisdiction and failure to state a claim argument based on *RCW 4.96.020* and *CRLJ 12 (b) (6)* because it had failed to dispute any evidence or factual claim, failed to present any witnesses or evidence in its defense at trial, and had presented no legal arguments beyond those made in its *January*

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<sup>48</sup> Jennings Notice of Appeal to Superior Court & Designation of Clerk's Papers, 03-12-2009, CP pgs. 1-2

<sup>49</sup> CP pgs. 94-105

***5<sup>th</sup>, 2009 Motion to Dismiss Due to Lack of Jurisdiction over Subject Matter.***

*SHA* filed an opposition brief to *Jennings* Small Claim Appeal on *April 24<sup>th</sup>, 2009*. *SHA* reiterated its argument that *Jennings* failed to comply with *RCW 4.96.020* argument but dropped its *CRLJ 12 (b) (6)* argument. And, for the first time, *SHA* claimed that *Jennings* failed to establish *SHA* had any liability for damages caused by another tenant's dog and that *Jennings* recovered the full amount of the damages awarded to him from the owner of the dog and has not appealed the amount of the award.

***King County Superior Court Judge Michael Fox***

dismissed *Jennings*' appeal and *affirmed* the District Court's Small Claims Judgment by an order entered on *May 26<sup>th</sup>, 2009*.

<sup>50</sup>*Judge Fox* did not make any *findings of fact or conclusions of law* and his Judgment was made without a hearing or oral arguments.

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<sup>50</sup> CP pg. 106

## WASHINGTON COURT OF APPEALS

*Jennings* filed a Notice of Appeal on *May 26<sup>th</sup>, 2009*. The Court of Appeals designated and treated the appeal as one for *discretionary review* under *RAP 2.3 (d)*<sup>51</sup> in an order dated *July 13<sup>th</sup>, 2009*. *Jennings* was ordered to file a motion for *discretionary review* and that motion was noted for a hearing before *Commissioner Mary Neal* on *September 18<sup>th</sup>, 2009*. Both parties submitted legal memoranda in support their respective positions.

At the hearing on *September 18<sup>th</sup>, 2009*, *Jennings* argued for *discretionary review* and alternatively that the Court of Appeals had incorrectly designated the appeal as one for *discretionary review* when it should have been designated as an *appeal as a matter of right* under *RAP 2.2 (c)* and *RCW 12.36.055*. After a *Supplemental Brief* on the issue was submitted, *Commissioner Neal* agreed and ruled that this matter is appealable as of right and granting discretionary review by entering a notation ruling to that effect on *October 14<sup>th</sup>, 2009*.

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<sup>51</sup> See Appendix pg. 4 for text

## ARGUMENTS

**SHA is liable for plaintiff's injuries under common law negligence because (1) it had a duty to keep the common areas of BTA safe from an aggressive dog (2) SHA breached that duty; (3) SHA's breach was the proximate cause of Jennings being bitten; and (4) the bite caused harm to Jennings**

Landlords control *common areas* of property they own and they have *a duty to keep those common areas safe*. *Faulkner v. Racquetwood Village Condominium Ass'n*, 106 Wn. App. 483, 487, 23 P. 3d 1135 (2001). *SHA* had a duty to keep the lobby area of *BTA* safe under common law as well as the express terms of state and federal statutory law requiring *SHA* to provide “*safe housing... for low income persons.*” (See *RCW 35.82.010* and *42 USC Section 1437a*);<sup>52</sup> and under the terms of *Section 14 a. of its lease agreement*<sup>53</sup> with *Jennings*. It breached that duty by permitting a dog with *Skoshi's* behavioral traits and history to be kept at *BTA* and to be in the *common area* lobby on a routine basis and in violation of *SHA's Pet Lease*.

The claims and evidence presented in the record for the Small Claims Trial were that *Skoshie* was often in the *BTA* lobby

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<sup>52</sup> See Appendix pg. 5 for text

<sup>53</sup> See Appendix pg.5 for text

area, that the *SHA* Managers Office was in the lobby area, that *BTA* tenants had a number of contacts with *Skoshie* in those common areas, that *BTA*'s entranceway and lobby area were monitored by two *SHA security surveillance cameras*, and that two other *BTA* tenants had been bitten by *Skoshie* in the lobby area within thirty days prior to *Jennings*' being bitten.<sup>54</sup>

*SHA* did not refute or dispute any of these claims and evidence before, during, or after the Small Claims trial.

The conclusion that *SHA* failed in its duty to keep tenants safe in the *common areas* of its buildings is further strengthened by the undisputed evidence that *SHA* continued to permit *Vincent* and *Skoshi* to (1) reside at *BTA* for another four (4) months after *Jennings* was bitten (causing *Jennings* to have several encounters with *Vincent* and *Skoshie* in common areas such as the lobby, entranceway and elevator);<sup>55</sup> and (2) that *SHA Property Manager Sarah Van Cleve* moved *Vincent* and *Skoshie* into the *Olive Ridge Apartments* (where *Van Cleve* was also the *Property Manager*), even after *Skoshi* was known or should have been known to (a) have *bitten three tenants* at *BTA*;

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<sup>54</sup> CP pgs. 13-15; 59, 76-78

<sup>55</sup> CP pgs. 77-78

(b) showed a pattern of *aggressive behavior* towards other tenants in common areas; (c) was aggressive toward another tenants dog; and (d) *aggressively advanced* on a Seattle Police Officer investigating *Skoshi's* unprovoked bite of *Jennings*.<sup>56</sup>

The fact that *Van Cleve* simply moved *Vincent* and *Skoshie* into another apartment building she managed would support a finding that *SHA* was not only *negligent* in failing to keep tenants safe in common areas, but that in addition to that it had a *reckless disregard for the safety of tenants* and failed somewhat miserably to keep them safe from a dog with known propensities to be aggressive and to bite humans without provocation in the common areas of *SHA* property.

Additionally, the *Washington Supreme Court* and *Division 1 Appellate Courts* have expressly imposed duties on landlords such as *SHA* on the basis of recognizing a “*special relationship*” between landlord and tenant to protect tenants in *common areas* from all kinds of hazards and unsafe conditions including those created by animals of other tenants. They have

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<sup>56</sup> CP pgs. 47, 56-59, 74-75

done so on the basis of principles expressed in the *Restatement of Torts, section 315 (1965)*:

***“There is no duty to control the conduct of a third person so as to prevent him from causing physical harm to another unless:***

***(a) a special relation exists between actor and the third person which imposes a duty on the actor to control the third person’s conduct or***

***(b) a special relation exists between the actor and another which gives to the other a right to protection.”***

(See *Peterson v. State*, 100 Wn. 2d 421, 427, 671 P. 2d 230 (1983); and *Griffin v. West RS, Inc.* 97 Wn. App. 557 at 565-67, 984 P. 2d 1070 (1999))

In *Griffin* (supra at pg. 571) the court explained:

***“The special relationship arises because the tenant entrusts to the landlord the responsibility to deal with issues that arise from the landlord’s control of the common areas of the premises.”***

The Court in **Griffin** (supra at 568) also stated that: “The residential landlord of an urban apartment building “*retains control over the common areas*. Thus the tenant looks to the landlord to address safety and other issues that arise in the *common areas* of the leased premises.”

The Griffin Court also adopted *Restatement (Second) of Torts, Section 344 (1965)* to delimit *SHA*’s duties in circumstances as presented here:

*“A possessor of land who holds it open to the public for entry [is] subject to liability to [those who enter] for physical harm caused by accident, negligent, or intentionally harmful acts of third persons or animals, and by the failure of the possessor to exercise reasonable care to (a) discover that such acts are being done or are likely to be done or (b) give warning adequate [to] avoid the harm, or otherwise to protect against them.”* (Griffin, supra at pg. 571)

Finally, and most pertinently, is the **Griffin** court’s adoption of the *Restatement (Second) of Property, Section 17.3 (1977)* which in relevant part states:

*“A landlord who leases part of his property and retains in his control any other part the tenant is entitled to use as*

*appurtenant to the part leased to him, is subject to liability to his tenants and others lawfully upon the leased property with the consent of the tenant or a subtenant for physical harm caused by a dangerous condition upon that part of the property retained in the landlord's control, if the landlord by the exercise of reasonable care could have: (1) discovered the condition and unreasonable risk involved therein; and (2) made the condition safe.*" (see Griffin, supra at 569)

The uncontested evidence and arguments presented in the record at the Small Claims trial clearly established that *SHA* had a duty to keep the common areas safe, it breached that duty by permitting *Vincent* and *Skoshie* to be in the lobby area on *September 26<sup>th</sup>, 2007*, failed to exercise reasonable care, and that the breach of its duty caused *Jennings'* to be bitten and injured.

**SHA is liable to plaintiff under a strict liability theory because under Seattle Municipal Code 9.25.022 (b) and the facts presented at the Small Claims Trial it was an "owner" of Skoshie when he bit Jennings**

*As a general rule* landlords are not liable at all for dog bite injuries to third parties caused by a tenant's animal on leased or rented property, even if the landlord knew of the dangerous propensities of the animal in question. *Frobig v. Gorden*, 124

Wn. 2d 732, 881 P.2d 226 (1994); citing *Markwood v.*

*McBroom*, 110 Wash. 208, 211-12, 188 P. 521 (1920)

The line of cases standing for this proposition, however, do not address the issue of the injury from a tenant dog's bite in *common areas* under the control of the landlord as in the present case. Nor do they address the issue of a *local animal control ordinance* that expands the ordinary definition of ownership in such a way as to make *SHA* an *owner* of *Skoshi* when he bit *Jennings*.

Local legislative bodies may create different rules with respect to animal liability in order to protect the public safety, where such rules do not conflict with more general state laws.

*Rhoades v. City of Battle Ground*, 115 Wn. App. 752, 763, 63 P.3d 142 (2002), review denied, 149 Wn. 2d 1028 (2005)

*Seattle Municipal Code 9.25.022 (b)* entitled "Animals and "Animal Control" defines ownership of an animal in the City of Seattle expansively:

“Owner” means a person who harbors, keeps, causes or permits an animal to be harbored or kept, or who has the animal in his/her possession or custody, or who permits an animal to remain on or about his/her premises, or who has legal title to an animal.” (see SMC 9.25.022 (b))

*SHA’s Pet Lease* is in every respect a *permit* by *SHA* that allowed *Vincent* to keep *Skoshi* at the *BTA*. It states that “No more than *one dog*”...”*shall be permitted in a household*” and sets forth a substantial number of terms and conditions regulating the manner in which a dog is to be kept and maintained by the tenant. (e.g.: must be registered with the Management Office; shall not be loose in common areas; shall not be allowed in lobby; shall be inoculated, spayed or neutered, etc.,)

By granting such a permit to *Vincent*, *SHA* should be treated by the court as a *co-owner* of *Skoshi* when plaintiff was bitten in *BTA’s* common area because (1) *SHA* permitted *Vincent* to “*keep*” *Skoshi* and to “*remain on or about...*” *SHA’s* “*premises*.” The evidence presented in the record at the Small Claims trial was that (1) the bite occurred in a common area under the control of *SHA*; and (2) *SHA* had granted *Vincent* permission by way of the *Pet Lease* to keep, harbor, and have his

dog remain on or about *SHA*'s premises. None of these claims or evidence in their support was disputed or in any way controverted by *SHA*. Since *SMC 9.25.022 (b)* does not conflict with a more general state statute, *SHA* should, therefore, be liable under *RCW 16.08.040* the same as Vincent.

**Jennings should be awarded \$4,475.00 plus costs and interest because the evidence at the Small Claims trial demonstrated that Washington Jury verdicts in the dog bite cases support that amount in damages for the injuries suffered.**

The uncontested evidence at the Small Claims trial established that (1) *Jennings* received “*five small to medium sized puncture wounds on his left lower leg ...*” from *Skoshie*'s bite;<sup>57</sup> (2) that he *suffered considerable burning type pain at the time of the bite and for several days afterwards*;<sup>58</sup> (3) that he *has since been more apprehensive when encountering dogs*; and (4) that he suffered *considerable stress and anxieties at the time of the bite and during the four months afterwards [when] he encountered Vincent and Skoshie on a number of occasions*

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<sup>57</sup> CP pg. 70

<sup>58</sup> Audio CD of Small Claims Trial

*when entering and exiting BTA and riding the elevator.*<sup>59</sup> and (5) that *Jennings* had previously worked as an ambulance attendant, first responder, and paramedic, and was therefore able to: (1) assess his own wounds; and (2) treat them properly in order to avoid tying up hospital emergency room staff for treatment he could provide to himself. (Thus eliminating typical medical costs and expenses one might normally expect in similar circumstances)<sup>60</sup>

*Jennings* also provided uncontested evidence of *jury verdicts* in dog bite cases that established that reasonable damages for an injury of the type suffered, although greatly varied, is **\$5,000.00** and could easily be greater than that in many circumstances.<sup>61</sup>

**SHA's Defenses under RCW 4.96.020, CR 12 (b) (6) and CRLJ 12 (b) (6) are not applicable to this case because SHA (1) did not satisfy the recording requirements of RCW 4.96.020 and (2) Small Claims Complaints are governed by RCW 12.40.050 and RCW 12.40.060**

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<sup>59</sup> CP pgs 77-78

<sup>60</sup> CP pg. 49

<sup>61</sup> CP pgs. 87-92

SHA sought dismissal because *Jennings* did not file a claim against it as a “**local governmental entity**” as required for all claims for damages from tortious conduct under *RCW 4.96.020*.<sup>62</sup> The court should reject this argument for the following reasons:

(1) The express and unambiguous terms of *RCW 4.96.020* (2) prohibits *SHA* from raising this defense: “***The failure of a local governmental entity to comply with the requirements of this section precludes that local governmental entity from raising a defense under this chapter.***”<sup>63</sup>

(2) Because *SHA* failed to “***comply with its requirements***”. Those requirements include: “***appoint[ing] an agent to receive any claim for damages***”... [***and the identification***] “***of the agent and the address where he or she may be reached during the normal business hours of the local governmental entity are public records and shall be recorded with the auditor of the county in which the entity is located.***”;

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<sup>62</sup> CP pgs. 16-25

<sup>63</sup> See Appendix, pg. 1 for text

(3) *SHA* is an entity located in *King County* and therefore *SHA* must record its claims agent with the *King County Auditor's Office*. *SHA* did not satisfy this requirement and failed to dispute evidence at the Small Claims trial that it did not have an agent recorded as required.<sup>64</sup> Consequently, *SHA* may not on the one hand obtain the defense benefits of **RCW 4.96.020 (2)** while on the other hand failing to meet its obligations and requirements; And,

(4) **RCW 4.96.020 (2)** makes this obligation and requirement mandatory as evidenced by the use of the word “**shall**”. “*Shall*” is generally given mandatory construction and “*creates an imperative obligation unless a different legislative intent can be discerned.*” *Marriage of Wolk*, 65 Wn App. 356, 357, 828 P. 2d 634 (1992) (numerous cases in accord).

*SHA's argument to dismiss for failing to state a claim pursuant to CRLJ 12 (b) (6) or CR 12 (b) (6) should also be rejected.* The requisites of stating a claim in Small Claims court

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<sup>64</sup> CP pg. 93

are governed by *RCW 12.40.050* and *RCW 12.40.060*<sup>65</sup> and not *CRLJ 12 (b) (6)* or *CR 12 (b)(6)*. Those requisites are that a Small Claims Complaint contain (1) the name and address of the plaintiff and defendant; (2) a concise and brief statement about the nature of the claim and when it accrued; (3) a statement directing defendant to appear personally in the Small Claims department at a time certain; (4) advise that failure to appear will result in a judgment against defendant for the amount of the claim.

*Jennings'* Small Claim Statement and Notice met each of these requirements and therefore stated a claim sufficient to satisfy the statutory demands and also withstand *SHA's CR 12(b) (6)* and *CRLJ 12 (b) (6)* motion to dismiss for failure to state a claim upon which relief can be granted.

**Review is by Trial De Novo On The Record and SHA should not be allowed to present legal arguments or facts not presented at the Small Claims trial or its review by the Superior Court**

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<sup>65</sup> See Appendix, pg. 2 for text

*CRLJ 72 (b)*<sup>66</sup> mandates that an appeal from a small claims court shall be a “*trial de novo on the record*” from the court of limited jurisdiction. *RCW 12.36.055 (1)*<sup>67</sup> mandates that an “*appeal from a small claims judgment or decision shall be de novo on the record of the case, as entered by the district court.*” Since *SHA* opted to limit itself in the district court to a *jurisdictional claim* on the basis of *RCW 4.96.020* and *CRLJ 12 (b) (6)* or *CR 12 (b) (6)*, failed to rebut or dispute any of the factual allegations made by *Jennings*, or challenge any of the exhibits presented by plaintiff, the *Court of Appeals* should accept all of *Jennings* factual allegations and supporting evidence as true, and make its judgment only upon the matters and legal arguments presented to the Small Claims Court.

## CONCLUSION

The record from the Small Claims trial establishes that *SHA* is liable for *Jennings* dog bite injuries on the grounds of *negligence*. *SHA* had a duty to keep the common areas of *BTA* safe from a dog that it knew or should have known presented a high risk for unprovoked bites on humans. *SHA* breached that

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<sup>66</sup> See Appendix pg. 2 for text

<sup>67</sup> See Appendix pg. 3 for text

duty when it permitted *Skoshie* and *Vincent* to frequent the common areas of *BTA* in violation of *SHA's Pet lease*, near *SHA's* Manager's Office, and in the field of view of two *SHA* lobby area security cameras. *SHA's* breach of its duty caused *Jennings* to be bitten and injured, and the record from the Small Claims Court supports a finding that a damage award against *SHA* for *\$4,475.00 plus allowable costs and interest* is reasonable.

Alternatively, *SHA* is liable for *Jennings'* dog bite injuries because it is strictly liable as an owner of *Skoshie* under *RCW 16.08.040* and *Seattle Municipal Code 9.25.022 (b)* as evidence at the Small Claims trial supports a finding that *SHA* caused or permitted *Skoshie* to be harbored or kept, or to remain on or about the premises at *BTA*.

Finally, *SHA's* defense under *RCW 4.96.020* is precluded where the requirements of that statute have not been complied with by the local governmental entities it applies to. The record from the Small Claims trial supports a finding that *SHA* did not comply with *RCW 4.96.020 (2)* because it did not have an agent to receive claims whose identity, address, and business hours

were recorded with the *King County Auditor's Office*. *SHA's CRLJ 12(b) (6)* or *CR 12 (b) (6)* arguments fail because the requisites for a Small Claims Notice and Complaint are governed by *RCW 12. 40.050* and *RCW 12. 40.060* and not the Civil Rules of Procedure. The Notice and Complaint filed in this case on *December 23<sup>rd</sup>, 2008* met the statutory requirements.

For all of the reasons stated in the foregoing arguments, the Court of Appeals should conclude that the record of the Small Claims trial in this case supports that the Judgment of dismissal by the Small Claims Court and the King county Superior Court should be reversed and that a Judgment of *\$4,475.00* plus allowable costs and interest should be granted in favor of *Jennings*.

Dated this 22nd Day of January 2010.

  
KENNETH JENNINGS

#### PROOF OF SERVICE

I, Kenneth Jennings, subject to the penalties of law for perjury, hereby certify that copy of this Brief & all attachments have been served on Respondent *SHA's* legal counsel Don Means on 01/22/2010.



**APPENDIX TO COURT OF APPEALS BRIEF**  
**TEXTS OF STATUTES, ORDINANCES, COURT RULES & CONTRACT**  
**PROVISION**

**1. RCW 4.96.020**

(1) The provisions of this section apply to claims for damages against all local governmental entities and their officers, employees, or volunteers, acting in such capacity. (2) The governing body of each local governmental entity shall appoint an agent to receive any claim for damages made under this chapter. **The identity of the agent and the address where he or she may be reached during the normal business hours of the local governmental entity are public records and shall be recorded with the auditor of the county in which the entity is located.** All claims for damages against a local governmental entity, or against any local governmental entity's officers, employees, or volunteers, acting in such capacity, shall be presented to the agent within the applicable period of limitations within which an action must be commenced. A claim is deemed presented when the claim form is delivered in person or is received by the agent by regular mail, registered mail, or certified mail, with return receipt requested, to the agent or other person designated to accept delivery at the agent's office. **The failure of a local governmental entity to comply with the requirements of this section precludes that local governmental entity from raising a defense under this chapter.**

**2. RCW 12.36.055**

(1) The appeal from a small claims judgment or decision **shall be de novo upon the record** of the case, as entered by the district court.

**3. RCW 12.40.050**

A claim filed in the small claims department shall contain: (1) The name and address of the plaintiff; (2) a statement, in brief and concise form, of the nature and amount of the claim and when the claim accrued; and (3) the name and residence of the defendant, if known to the plaintiff, for the purpose of serving the notice of claim on the defendant.

**4. RCW 12.40.060**

The notice of claim directed to the defendant shall contain: (1) The name and address of the plaintiff; (2) a brief and concise statement of the nature and amount of the claim; (3) a statement directing and requiring defendant to appear personally in the small claims department at a time certain, which shall not be less than five days from the date of service of the notice; and (4) a statement advising the defendant that in case of his or her failure to appear, judgment will be given against defendant for the amount of the claim.

**5. RCW 16.08.040**

The owner of any dog which shall bite any person while such person is in or on a public place or lawfully in or on a private place including the property of the owner of such dog, **shall be liable for such damages as may be suffered by the person bitten, regardless of the former viciousness of such dog or the owner's knowledge of such viciousness.**

**6. RCW 35.82.010**

It is hereby declared: (1) That there exist in the state insanitary or unsafe dwelling accommodations and that persons of low income are forced to reside in such insanitary or unsafe accommodations; that within the state there is a shortage of safe or sanitary dwelling accommodations available at rents which persons of low income can afford and that such persons are forced to occupy overcrowded and congested dwelling accommodations; that the aforesaid conditions cause an increase in and spread of disease and crime and constitute a menace to the health, safety, morals and welfare of the

residents of the state and impair economic values; that these conditions necessitate excessive and disproportionate expenditures of public funds for crime prevention and punishment, public health and safety, fire and accident protection, and other public services and facilities; (2) that these areas in the state cannot be cleared, nor can the shortage of safe and sanitary dwellings for persons of low income be relieved, through the operation of private enterprise, and that the construction of housing projects for persons of low income (as herein defined) would therefore not be competitive with private enterprise; (3) that the clearance, replanning and reconstruction of the areas in which insanitary or unsafe housing conditions exist and **the providing of safe and sanitary dwelling accommodations for persons of low income are public uses** and purposes for which public money may be spent and private property acquired and are governmental functions of state concern; (4) that it is in the public interest that work on projects for such purposes be commenced as soon as possible in order to relieve unemployment which now (1939) constitutes an emergency; and the necessity in the public interest for the provisions hereinafter enacted, is hereby declared as a matter of legislative determination.

7. *42 USC Section 1437a*

(a) **Declaration of policy**

It is the policy of the United States—

(1) to promote the general welfare of the Nation by employing the funds and credit of the Nation, as provided in this chapter—

(A) to assist States and political subdivisions of States **to remedy the unsafe** housing conditions and the acute shortage of decent and safe dwellings for low-income families;

8. *Seattle Municipal Code 9.25.022 (b)?*

B. "**Owner**" means a person who **harbors, keeps, causes or permits** an animal to be harbored or kept, or who has an animal in his/her possession or custody, or who **permits an animal to remain on or about his/her premises**, or who has legal title to an animal.

9. *Seattle Municipal Code 9. 25. 084 (G)(I)* It is a violation to:

G. Permit any animal when **unprovoked on public or private property** to:

1. **Bite a human being** causing less than severe injury as defined in 9.25.023E of the Seattle Municipal Code or bite a domestic animal;

10. *CRLJ 12 (b) (6) and CR 12 (b) (6)*

How Presented. Every defense, in law or fact, to a claim for relief in any pleading, whether a claim, counterclaim, cross claim, or third party claim, shall be asserted in the responsive pleading thereto if one is required, except that the following defenses may at the **option of the pleader be made by motion**: (1) lack of jurisdiction over the subject matter, (2) lack of jurisdiction over the person, (3) improper venue, (4) insufficiency of process, (5) insufficiency of service of process, (6) **failure to state a claim upon which relief can be granted,**

11. *RAP 2.3 (d)*

(a) Decision of Superior Court. Unless otherwise prohibited by statute or court rule, a party may seek discretionary review of any act of the superior court not appealable as a matter of right.

(b) Considerations Governing Acceptance of Review. Except as provided in section (d), discretionary review may be accepted only in the following circumstances:

Considerations Governing Acceptance of Review of Superior Court Decision on Review of Decision of Court of Limited Jurisdiction. Discretionary review of a superior court decision entered in a proceeding to review a decision of a Court of limited jurisdiction will be accepted only:

**d) If the decision involves an issue of public interest which should be determined by an appellate court**

**12. RAP 2.2 (c)**

(a) Generally. Unless otherwise prohibited by statute or court rule and except as provided in sections (b) and (c), a party may appeal from only the following superior court decisions:

(c) Superior Court Decision on Review of Decision of Court of Limited Jurisdiction. If the superior court decision has been entered after a proceeding to review a decision of a court of limited jurisdiction, a party may appeal only if the review proceeding was a trial de novo and the final judgment is not a finding that a traffic infraction has been committed.

**13. CRLJ 72 (a) and (b)**

(a) Types of Appeals. An appeal from a court of limited jurisdiction is governed by the Rules for Appeal of Decisions of Courts of Limited Jurisdiction. Under RALJ 1.1, the appeal from some courts is an appeal for error on the record, and the appeal from other courts is conducted as a trial de novo or a trial denovo on the record, as set forth in section (b) below. **The procedures for an appeal for error on the record are defined by the RALJ.** The procedures for a trial de novo and a trial de novo on the record are defined by CRLJ 73 and 75 below. **(b) Small Claims Court Appeals. An appeal from a decision of a small claims court operating under RCW Chapter 12.40 shall be a trial de novo on the record from the court of limited jurisdiction.**

**14. Section 14 a. of SHA's lease agreement with Jennings**

**MAINTENANCE**

SHA shall maintain the buildings and facilities (including plumbing, heating, electrical systems, elevators, appliances), common areas and grounds, in a decent, safe and sanitary condition in conformity with the requirements of local housing codes and applicable regulations and guidelines of HUD.

Kenneth Jennings  
2215 1<sup>st</sup> Avenue #1107  
Seattle, WA 98121  
206-723-6902/kenj662003@yahoo.com

**IN THE COURT APPEALS, DIVISION NO. 1,  
OF THE STATE OF WASHINGTON**

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**Kenneth Jennings,** ) **Case No.: 63608-1-I**  
 )  
 ) **EXHIBITS 1 THROUGH 11**  
 ) **ATTACHED TO PETITIONER'S**  
 ) **APPELLATE BRIEF**  
**Petitioner,** )  
  
 )  
**vs.** )  
 )  
**The Seattle Housing Authority ("SHA"),** )  
 )  
 )  
**Respondent.** )

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For the convenience of the Court, there are eleven (11)

Exhibits attached to Petitioner's Appellate Brief (marked # 1 through # 11). Each Exhibit is from the Designated Clerk's Papers and corresponds to a "CP" page number. The Designated Clerk's Papers are numbered pages 1 to 106 and the limited selection provided (17 pages) in the appellate brief are not meant to be exclusive but for the convenience of the Court only:

1. Exhibit # 1 (CP 61) Small Claims Trial Judgment dated 02/12/09
2. Exhibit # 2 (CP 106) King County Superior Court Judgment dated 05/11/09
3. Exhibit # 3 (CP 12-15) Small Claim Notice & Complaint, 4 pgs. dated 12/23/08

4. Exhibit # 4 (CP 81-83) SHA Pet Policy Lease Rider ("Pet Lease") 3 pgs.
5. Exhibit # 5(CP 68) Seattle Animal Control Citation dated 09/26/07
6. Exhibit # 6 (CP 69-70) Seattle Animal Control Investigative Report 2 pgs. 10/04/09
7. Exhibit # 7 (CP 59) Michael Wonsower Declared Statement dated 02/10/09
8. Exhibit # 8 (CP 76) Linda Swapp Declared Statement dated 02/09/09
9. Exhibit # 9 (CP 77-78) Kenneth Jennings Lease Grievances dated 10-23 & 31/09
10. Exhibit #10 (CP 57) Paige Crapo Sworn Declaration dated 02/09/09
11. Exhibit # 11 (CP 93) King County Auditor's Office Manager letter dated 01/20/09

I, Kenneth Jennings, subject to penalties of law for perjury, hereby verify that all of the above referenced and marked exhibits are true and correct copies of originals and which were submitted in the proceedings at Small Claims Court and Superior Court, and which are all included in the Designated Clerk's Papers transmitted by the King County Superior Court to the Court of Appeals/in this cause. DATED THIS 22<sup>nd</sup> DAY OF JANUARY 2010 

KENNETH JENNINGS 2215 1<sup>ST</sup> AVENUE # 1107  
SEATTLE, WA 9810

KING COUNTY DISTRICT COURT  
STATE OF WASHINGTON

Filed at Seattle Courthouse  
FEB 12 2009

Plaintiff,  
Jennings, Kenneth  
vs.  
Ray, Vincent; et. al. Defendant,

No. 85-013885  
Small Claims Judgment

This matter was heard in open court on the date stated below. Pursuant to:

- Trial     Default     Dismissal     With prejudice     Without Prejudice
- Mediation Agreement     Continued

The court, having considered all the evidence presented, does hereby ORDER, ADJUDGE AND DECREE that a judgment is hereby granted to the Plaintiff(s) as set below:

PRINCIPAL \$ 500.0  
FILING FEE \$ 25.00  
SERVICE FEE \$ 0

TOTAL JUDGMENT \$525.00  
POST JUDGMENT INTEREST RATE 12 %

The claim of the plaintiff is hereby denied and no judgment shall be entered in favor of the plaintiff.

Explanation of decision:

All claims against Seattle Housing Authority is dismissed from this matter; all claims against Sarah Van Cleve is dismissed from this matter. Judgment is rendered for the Plaintiff in the amount for five hundred dollars (\$500.00) for damages incurred by a dog bite.

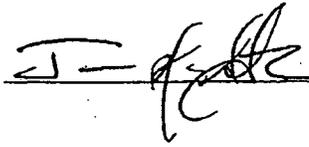
Comments:

[Empty box for comments]

NOTE: If the judgment is not paid within thirty(30) days from today, the Plaintiff(s) can notify the clerk. For a fee, a Judgment Transcript shall be available from the Clerk's Office. Thereafter, reasonable costs and attorney fees are allowed in enforcing the judgment.

Note to Defendant: Payment should/needs to be made directly to the Petitioner.

Dated

  
JENNINGS

MISC 05.0500. (6/2004) RCW 124.40.080

EX # 1

RECEIVED  
2009 MAY 26 AM 10:20  
KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA

IN THE SUPERIOR COURT OF WASHINGTON, COUNTY OF KING

KENNETH JENNINGS )  
Plaintiff )  
vs. )  
SEATTLE HOUSING )  
AUTHORITY Defendant. )

Cause No 09-2-13502-9 SEA

ORDER ON CIVIL MOTION  
(ORM)

The above-entitled Court, having heard a motion to reverse the  
decision of the District Court as against  
defendant SHA.

IT IS HEREBY ORDERED that the appeal is dismissed  
and the judgment of the District Court  
is affirmed.

DONE IN OPEN COURT this 11 day of May, 2009.

  
COURT COMMISSIONER/JUDGE Michael J. Fogel

Presented by:

Copy Received:

EX # 2

King County District Court – West Division  
State of Washington- Seattle Courthouse  
516 Third Ave., Room E-327  
Seattle, WA 98104 206-205-9200

**NOTICE OF SMALL CLAIM**

**JENNINGS, KENNETH**

Plaintiff (last name, first, middle initial OR company name)

**2215 1ST AVENUE # 1107**

Address (no PO Box numbers allowed)

**SEATTLE, WA 98121**

City Zip

**(206) 723-6902**

Phone (home) Phone (work)

SMALL CLAIM NO. **85-13885**

**VINCENT, RAY & SEATTLE HOUSING AUTHORITY**

Defendant (last name, first, middle initial OR company name)

**1700 17TH AV. AND 120 SIXTH AVE N.**

Address (no PO Box numbers allowed)

**SEATTLE 98122 + 98109**

City Zip

**(206) 374-1415 (206) 615-3500**

Phone (home) Phone (work)

vs.

At \_\_\_\_\_ In Courtroom # \_\_\_\_\_

**Trial Date Time**

You, the above named Defendant, are hereby directed to appear personally in the King County District Court, Seattle Division, 516 Third Avenue, Room E-327, Seattle, WA on the above-noted date at the time and location specified.

You must be ready for trial and have with you, then and there, all books, papers, and witnesses needed by you to establish your defense to the claim.

You are further notified that, in case you do not appear, judgment will be rendered against you for the amount of the claim as stated herein below, and in addition, costs of filing and costs of service of this notice. (**Accommodations are available to people with disabilities upon request**).

Date Issued

Judge/Clerk

State of Washington, County of King  
**JENNINGS, KENNETH**

**CLAIM**

\_\_\_\_\_, Plaintiff above named, deposes and says Defendant named above owes to the Plaintiff the sum of **\$5,000.00** (total amount owing, not including filing and service fees – cannot be more than \$5,000), which became due or owing on **09/26/2007** (dd/mm/yyyy).

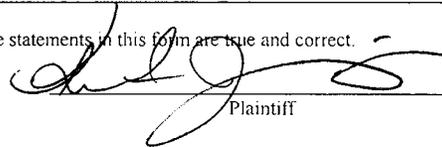
The amount owing is for  Auto Damages – Accident Only Date of Accident: \_\_\_\_\_ (dd/mm/yyyy)  
 Wages  Rent  Damage Deposit  Loan  Goods & Services  
 Property Damage  Other

Describe the Nature of your claim **PERSONAL INJURY/DOG BITE**

I certify under penalty of perjury under the Laws of the State of Washington that the statements in this form are true and correct.

Dated: **12/21/2008**

Place Signed: **SEATTLE**  
City and State



Court Clerk

**EX # 3-1**

1 Kenneth Jennings  
2 2215 1<sup>st</sup> Avenue #1107  
3 Seattle, WA 98121

RECEIVED  
08 DEC 23 AM 10:34

King County District Court  
West Division

KING COUNTY  
DISTRICT COURT  
SEATTLE DIVISION

5	Kenneth Jennings,	)	Case No. : 85-13885
6		)	
7	Plaintiff, vs.	)	Complaint for Damages for Personal
8		)	Injuries Suffered from Unprovoked Dog
9	Raymond Vincent & The Seattle Housing	)	Bite in Common Area of Apartment
10	Authority, (Sarah Van Cleve)	)	Building
11		)	
12	Defendants.	)	

11 **Plaintiff:** The plaintiff herein is Kenneth Jennings residing at 2215 1<sup>st</sup> Avenue #1107, Seattle,  
12 WA 98121.

13 **Defendants:** The defendants herein are (1) Raymond J. Vincent residing at 1700 17<sup>th</sup> Avenue,  
14 Seattle, WA 98122; and (2) The Seattle Housing Authority, (hereafter "SHA", Sarah Van Cleve,  
15 Property Manager) residing at 120 Sixth Avenue, Seattle, WA 98109.

16 **Jurisdiction:** This Small Claims Court has jurisdiction pursuant to RCW 3.66.040 and because  
17 the plaintiff's monetary claims are not greater than \$5,000.00.

18 **Statement of Claim**

- 19 1. Plaintiff is a tenant at The Bell Tower Apartments ("hereafter BTA") located at 2215 1<sup>st</sup>  
20 Avenue in Seattle;
- 21 2. Defendant Ray Vincent was a tenant at BTA at the time of the injury caused to plaintiff;
- 22 3. Defendant SHA own and manages BTA as a low income housing project subsidized by  
23 the United States Department of Housing and Urban Development or "HUD";
- 24 4. The Property Manager at BTA was at all times relevant to this complaint Sarah Van  
25 Cleve;
- 26 5. On September 26<sup>th</sup>, 2007, plaintiff entered the front entrance of the BTA at 10:45 A.M.;
6. Plaintiff was immediately attacked and bitten by defendant Ray Vincent's dog, a male  
Jack Russell Terrier Breed;

EX-3.2

- 1 7. The attack was immediate and unprovoked;
- 2 8. Plaintiff sustained several puncture wounds on his lower left calf;
- 3 9. When plaintiff complained to Vincent, Vincent became belligerent toward plaintiff;
- 4 10. Vincent told plaintiff that he was 'a jackass who deserved to get bitten';
- 5 11. Plaintiff telephoned Animal Control and the Seattle Police Department to make a  
6 complaint;
- 7 12. Animal Control cited defendant under Seattle Municipal Code 9.25.084 (G1) for an  
8 "Unprovoked Bite on a Human" (citation # 110374519);
- 9 13. The Seattle Police Department (officer N. Guzley) investigated plaintiff's complaint and  
10 defendant's dog became aggressive toward the police officer (SPD Report #07-397615);
- 11 14. Defendant Vincent falsely claimed that plaintiff had threatened his life and the life of his  
12 dog and that these threats provoked the dog to attack plaintiff;
- 13 15. The entire incident was caught on BTA's security camera and Animal Control and the  
14 Seattle Police Department determined that the defendant's claims of provocation were  
15 not substantiated by the evidence provided by the Security Camera;
- 16 16. While Animal Control took plaintiff's statements and photographs of his injuries, another  
17 BTA tenant, a wheel chair bound elderly female named Marilyn, stated that she had also  
18 been bitten by defendant's dog two weeks prior to 9-26-2007;
- 19 17. The incident of defendant's dog biting plaintiff was also witnessed by BTA tenant Rita  
20 Good, who was able to monitor the Security Camera for BTA's lobby/entrance from her  
21 unit's television monitor;
- 22 18. After investigating the history of defendant's dog's behavior it became evident that the  
23 dog had an established history of aggressive behavior toward other tenants and toward  
24 other tenant's dogs;
- 25 19. Defendant SHA Property Manager knew or had reason to know that defendant Vincent's  
26 dog was aggressive and posed an unreasonable threat to other tenants;
20. Defendant SHA Property Manager failed to take reasonable action to ensure the safety of  
plaintiff against the unprovoked dog bite suffered by plaintiff on 9-26-2007;
21. Defendant was found Guilty as Charged for the Unprovoked Dog Bite on a Human on  
02//09/2008 at the Seattle Municipal Court, Case # 202592984.

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**Requested Remedy**

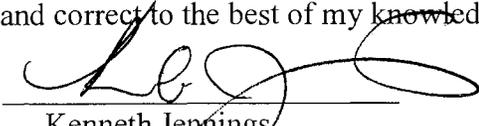
1. Plaintiff requests an order finding defendants Vincent and SHA liable for the injuries caused by defendant Vincent's dog on 9-26-2007;
2. Plaintiff requests an order for damages for his personal injury in the amount of \$5,000.00 against the defendants individually and severally.

Dated this 23<sup>rd</sup> Day of December, 2008

  
\_\_\_\_\_  
Kenneth Jennings/Plaintiff

I, Kenneth Jennings, subject to the penalties of law for perjury, hereby declare that all the factual allegations herein are true and correct to the best of my knowledge.

12/22/08 at Seattle, WA

  
\_\_\_\_\_  
Kenneth Jennings

EX#3-4



HOUSING AUTHORITY OF THE CITY OF SEATTLE  
PET POLICY LEASE RIDER

In accordance with federal law and HUD regulations, residents of federally funded housing for the elderly, handicapped or disabled or families shall not be prohibited from owning and keeping common household pets. Animals that assist persons with handicaps or disabilities are not subject to certain provisions of the Pet Policy, for example, the requirement for a pet deposit (see below) shall be waived. Other provisions, however, such as the Rules for Pet Care (see below) shall apply equally to service or companion animals as to pets. Provisions which may not apply to service animals are denoted by an asterisk "\*". Common household pets shall be defined as "smaller domesticated animals such as a dog, cat, bird, rodent, ferret, fish or turtle."

In the case of birds, a maximum of two birds may be permitted. There shall be no limit as to the number of fish, but no more than one aquarium with a maximum capacity of 55 gallons shall be permitted. Rodents other than hamsters, gerbils, rats or mice are not common household pets. Reptiles other than turtles are not common household pets.

1. No more than one dog or one cat (not both) shall be permitted in a household.\* With respect to dogs, "Pitbulls" or pitbull mixes are specifically prohibited and shall not be allowed in any SHA community. This policy is designed to permit reasonable ownership of pets and should not be construed so as to allow the ownership of a trained "guard" dog or "attack" dog, nor should it be construed as favoring ownership of animals for the purpose of dog or cat breeding, since dogs and cats will be required to be spayed or neutered in accordance with this policy. A resident with a dog or cat may also have other categories of "common household pets" as defined above.
2. No dog or cat shall exceed 15 inches in height at the shoulder or 35 pounds in weight when fully grown. \* If your animal is already registered with the management office, you are exempt from this size restriction until such time as you may acquire a new pet. It is your responsibility to ensure that your pet is registered with the Management office.
3. Each pet owner shall be responsible for the proper care of the pet, including, but not limited to, good nutrition, grooming, routine veterinary care, flea control, routine inoculations, and compliance with all City, County, State and Federal statutes, ordinances, rules and regulations and anti-cruelty laws and regulations.
4. All dogs and cats must be registered with the Management office immediately, but not later than ten (10) days following their introduction to the community. Such registration shall consist of providing the following:
  - a) Basic information about the pet (type, age, description, name, etc.).
  - b) Provide a picture of the animal for identification purposes.
  - c) All dogs and cats shall be inoculated, licensed and spayed or neutered and owners shall provide veterinarian written verification of inoculations against rabies and certification of spay/neuter.
  - d) Proof that inoculations and license of the pet shall be verified annually.
  - e) Payment of an additional security deposit of \$100.00 (to be paid in full or in the case of hardship, over a period of time not to exceed six months) to help defray the costs of potential damage done by a dog or cat to the unit or adjacent yard.\*
  - f) The pet owner's signature on a copy of this pet policy.
5. The pet owner shall keep the unit and surrounding areas free of pet odors, insect infestation, waste and litter related to their pet and maintain the unit in a sanitary condition at all times.

EX#4.1

6. Each pet owner shall be responsible for clean up after their pet anywhere on Housing Authority property, including carrying a "pooper scooper" and/or disposable plastic bag anytime the pet is outside of the unit. Residents owning a cat shall maintain a waterproof litter box for cat waste. Litter boxes shall not be allowed to become unsightly or unsanitary. All pet waste, including litter shall be double bagged and disposed of in the outside garbage can or dumpster. No pet waste shall be put down a trash chute, or disposed of in the toilet.
7. The High rise pet owner shall not allow his/her cat loose in the common areas of the building or grounds. His/her cat shall be kept under the owners control at any time they are in common areas of the building or grounds. No dogs in any community shall be allowed loose in the common areas of the building or grounds. When outside the unit, dogs must be accompanied by their owner and restrained with a leash or tethered properly. Pets may be tethered within the resident's yard or patio (but not in the public patio in the case of a high rise or apartment complex without individual yards or patios.) Tethering in a yard is permitted only in such a manner as to not cause erosion or excessive wear on the lawn. Pets may be tethered by a harness. Pets may not be tethered by the neck. No "dog runs" are permitted. Other pets shall be in a suitable portable cage when outside the unit.
8. Each pet owner shall maintain their pet in such a manner as to prevent any damage to their unit, common areas and grounds of the community in which they live.
9. No pets shall be groomed in the public areas of the community, to include common area patios, gardens, etc.
10. No pets shall be allowed in the community room, community room kitchen, laundry rooms, public bathrooms, lobby or office in any SHA sites.
11. Each pet owner shall maintain their pet in such a manner as to prevent the animal from being a nuisance or a threat to the health or safety of SHA employees, the public or other residents in the community by reason of noise, unpleasant odors or other objectionable situations. Dogs shall be properly housed inside the dwelling unit at night (generally between 11 PM and 7 AM) unless accompanied by the owner and pets shall not be allowed to annoy other residents by prolonged or constant barking or howling, at any time of the day or night.
12. No pet shall be abandoned when the resident vacates.
13. The resident shall pay promptly, upon receipt of a bill, for all materials and/or labor for repair of any damage caused by his/her pet.
14. In the event of a pet's death, the resident shall be responsible for disposing of the pet remains in accordance with Federal, State and/or City laws, rules or regulations.
15. Visiting pets are subject to the above rules, except for the requirement of a deposit and picture.
16. Pets that are temporarily being cared for will also be subject to the pet policy rules. Residents who plan to temporarily care for a pet must receive permission from the Management office staff prior to bring the pet onto the premises. SHA may in its sole discretion approve or deny such request.
17. Cruelty to animals is a violation of state and local law and is a violation of this pet policy. Beating, neglecting, or otherwise harming an animal in your care may be grounds for termination of your lease.

In the event a resident cannot care for his/her pet due to an illness, absence, or death, and no other person can be found to care for the pet, and after 24 hours has elapsed, the resident hereby gives permission for the pet to be released to the Seattle Control, in accordance with their procedures. In

EX#4.2

no case shall SHA incur any costs or liability for the care of a pet placed in the care of another individual or agency under this procedure.

**NOTE: This policy is an agreement between the head of household and the Seattle Housing Authority and needs to be signed only if a pet is in the household.**

As head of household, I have read the pet policy as written above and understand these provisions. I agree to abide by these provisions fully and understand that permission will be revoked if I fail to do so. Failure to comply with any part of the above and/or to take corrective action after sufficient notice of the violation shall be cause for termination of the lease. I have received a copy of this policy.

\_\_\_\_\_  
Resident Name (please print)

\_\_\_\_\_  
Unit ID

Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Pet's Name (please print)

Description of Pet (i.e. dog, cat, color, size, breed): \_\_\_\_\_  
\_\_\_\_\_

Name, address and phone number of person to be contacted in an emergency:  
\_\_\_\_\_  
\_\_\_\_\_

Pet Photo (if dog, cat or bird)

EX# 4.3

INFRACTION  TRAFFIC  NON-TRAFFIC I 110374519

IN THE  DISTRICT  MUNICIPAL COURT OF SEATTLE WASHINGTON  
 STATE OF WASHINGTON PLAINTIFF VS. NAMED DEFENDANT  
 COUNTY OF  
 CITY/TOWN OF SEATTLE INCIDENT # 07-13955

L.E.A. ORI #: WASPD0000 COURT OR# WA017331J

THE UNDERSIGNED CERTIFIES AND SAYS THAT IN THE STATE OF WASHINGTON

DRIVER'S LICENSE NO. VINCERJH74N3 STATE EXPIRES PHOTO I.D. MATCHED  
 YES  NO  
 NAME: LAST VINCENT FIRST RAYMOND MIDDLE J CDL  
 YES  NO  
 ADDRESS 2215 1ST AV. #612  
 IF NEW ADDRESS:  
 PASSENGER  
 CITY SEATTLE STATE WA ZIP CODE EMPLOYER LOCATION  
 DATE OF BIRTH 8-23-53 RACE C SEX M HEIGHT 506 WEIGHT 170 EYES BRN HAIR BRN  
 RESIDENTIAL PHONE NO. 206)374 1415 CELL/PAGER NO. WORK PHONE NO.  
 VIOLATION DATE MONTH 7 DAY 26 YEAR 07 TIME 1045  
 INTERPRETER NEEDED  
 ON OR ABOUT AT LOCATION 2215 1ST AV M.P. CITY/COUNTY OF SEATTLE/KING LANG.

DID OPERATE THE FOLLOWING VEHICLE/MOTOR VEHICLE ON A PUBLIC HIGHWAY AND

VEHICLE LICENSE NO. STATE EXPIRES VEH.YR. MAKE MODEL STYLE COLOR  
 TRAILER #1 LICENSE NO. STATE EXPIRES TR. YR. TRAILER #2 LICENSE NO. STATE EXPIRES TR. YF  
 OWNER/COMPANY IF OTHER THAN DRIVER  
 ADDRESS CITY STATE ZIP CODE

ACCIDENT COMMERCIAL  YES HAZARD  YES EXEMPT  FARM  FIRE  
 NO NR R I F VEHICLE  NO PLACARD  NO VEHICLE  R.V.  OTHER

DID THEN AND THERE COMMIT EACH OF THE FOLLOWING INFRACTIONS

1. VIOLATION/STATUTE CODE SMC 9.25.024 (G1) VEHICLE SPEED IN A ZONE  SMD  
 PERMIT DOGS, WHEN  PACE  
 AIRCRAFT  
 UNPROVOKED, TO BITE A HUMAN  
 SKOSHI JACK RUSSELL TERRIER  
 2. VIOLATION/STATUTE CODE LICENSE #826141  
 3. VIOLATION/STATUTE CODE  
 RELATED # PENALTY U.S. \$269  
 RELATED # DATE ISSUED 10/4/07

Served on Violator  
 Sent to Court for Mailing  
 Referred to Prosecutor  
 Infraction Companion to a crime  
 I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT I HAVE ISSUED THIS ON THE DATE AND AT THE LOCATION ABOVE, THAT I HAVE PROBABLE CAUSE TO BELIEVE THE ABOVE NAMED PERSON COMMITTED THE ABOVE OFFENSE(S), AND MY REPORT WRITTEN ON THE BACK OF THIS DOCUMENT OR ATTACHED TO THIS INFRACTION IS TRUE AND CORRECT.  
 OFFICER J. Wick UNIT 107 SERIAL # 2231  
 OFFICER UNIT # SERIAL #

YOU MUST RESPOND TO THE COURT BELOW ACCORDING TO THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS NOTICE

DO NOT WRITE IN THIS SECTION  
 mpc - 2-nd ew

EX # 5

SEATTLE ANIMAL SHELTER PRIMARY INVESTIGATION REPORT

1. PHYSICAL EVIDENCE DETAIL WHAT AND WHERE FOUND, BY WHOM, AND DISPOSITION	5. PROPERTY DAMAGE-DESCRIBE AND INDICATE AMOUNT OF LOSS
2. PERSONS/ANIMALS: IN SAME ORDER AS PERSON/ANIMAL BLOCK	6. PARENT-GUARDIAN'S NAME, ADDRESS, PHONE, INDICATE IF CONTACTED AND DISPOSITION
3. ADD'L SUSPECTS-DETAIL INFO: IN SAME ORDER AS SUSPECT BLOCK	7. LIST STATEMENTS TAKEN AND DISPOSITION
4. VICTIM'S INJURIES-DETAILS AND WHERE MEDICAL EXAM OCCURRED	8. RECONSTRUCT INCIDENT AND DESCRIBE INVESTIGATION

1. Pictures #1 & 2 of V/Kenneth Jennings' bite wounds taken 09/26/07 at 1120 hrs by S Williams.  
 Picture #3 of S/Raymond Vincent's dog, Skoshi, taken 09/26/07 at 1200 hrs by S Williams.  
 Declaration filled out by V/Kenneth Jennings on 09/26/07 at 1130 hrs.

4. V/ received 5 small to medium sized puncture wounds on his left lower leg, just above the ankle. He planned to go to his doctor later that same day.

7/8. On 09/26/07 at 1050 hrs, SPD called SAS to report a dog bite at 2215 1<sup>st</sup> Av, where V/ was waiting in the lobby for an officer. I arrived on the scene at 1116 hrs and met with V/, who first showed me his bite wounds as described above. V/ stated that he had been walking into his apartment building at 1045 hrs and saw S/Raymond Vincent sitting on the lobby bench with his dog, Skoshi. The dog got away from S/, ran straight towards V/ and bit his lower left leg. S/ then grabbed the dog. V/ and S/ then exchanged angry words about the incident and S/ told V/ he was a "jackass who deserved to get bit". V/ stated that he wanted to pursue a citation, so he filled out the declaration right then. While I was speaking to V/, a woman told us that she had been bitten by the same dog a couple of weeks ago, but she did not want to report it or get involved in any way. V/ stated that the incident should have been captured on the apartment's security camera.

After speaking to V/ in the lobby, I was told that S/ was probably in room #206 at a meeting. I found him there with his dog and we then went to his apartment, #612, to discuss the incident. S/ stated that Skoshi did get away from him as the V/ was coming in the door, but he called to him to "wait a minute, let me get the dog". V/ came in anyway and started yelling at and threatening S/, saying that he "was going to kill S/ and his dog". S/ stated that he believed that Skoshi thought they were in danger and bit the man in a provoked response to protect him. I told S/ that I did not think this fit the definition of provoked and that I would be issuing him a citation for the dog biting a human and I explained the possible consequences of further dangerous incidents. I also explained that Skoshi needed to be quarantined for 10 days and it could not be done at his apartment because he had no way to get the dog outside without going by other people. We discussed his options and arranged to have the dog quarantined at Cascade Kennels in Woodinville. S/ stated that he would take the dog there that same day and I told him to have someone from the Kennel call me to verify that he was there.

As I was leaving, I stopped by the apartment office and left my card for the manager with a note about wanting to see the security camera's tape if the dog bite incident was on it.

On 09/26/07 at 1400 hrs, S/ left me a voicemail, stating that he did not actually see Skoshi bite the V/, he only saw Skoshi jump on the man's leg, and the man then showed him a bite wound.

On 09/26/07 at 1423 hrs, Katie Morrell from Cascade Kennels called and left me a voicemail, stating that Skoshi was there in quarantine.

PRIMARY OFFICER	DATE	SERIAL #	UNIT	SECONDARY OFFICER	DATE	SERIAL #	UNIT	APPROVING OFFICER	DATE	SERIAL #	UNIT
S. Williams	10/4	C231	907				907	<i>[Signature]</i>	10/4/07	C244	907

EX # 6.1

# Seattle Animal Shelter Investigation Report: Continuation Sheet

SAS Case #07-013955 Page 3

On 10/01/07 at 0830 hrs, I went to 2215 1<sup>st</sup> Av and contacted Assistant Manager, Evette Long, who showed me their security camera footage of the bite incident. The apartment building has 2 doors with a breezeway between them. V/ was in the breezeway and was just opening the 2<sup>nd</sup> door into the lobby when S/dog, Skoshi, ran into the camera field and went straight for V/, lunging at and jumping on him as S/ ran in and tried to grab him. V/ grabbed his ankle after the dog lunged at him a second time. There was no audio to the footage, but it did not appear that V/ had time to threaten the S/ before the dog was right on him. I asked Long if she could get me a copy of the bite footage and she stated that she didn't know how to transfer it to a CD or DVD, but she would speak to her boss about it.

I then went to Unit #312 and spoke to W/Rita Good. She stated that she had been in her apartment at the time of the incident, but she has a television which monitors the security cameras in the building and she saw it on her screen. W/ stated that she saw the dog lunge at the man (V/) and the man then grabbed his ankle as if he'd been bitten.

On 10/02/07 at 1104 hrs, I received an email from V/ which stated that he had spoken to Long about getting the security tape and she told him that the request had been turned over to SHA's (Seattle Housing Authority) legal department for review and response.

On 10/04/07, I mailed citation #11037451 to S/ for Dog biting a human.

PRIMARY OFFICER	DATE	SERIAL #	UNIT	SECONDARY OFFICER	DATE	SERIAL #	UNIT	APPROVING OFFICER	DATE	SERIAL #	UNIT
S. Williams	10/4/07	C231	907				907	<i>Sharon</i>	10/4/07		907

EX\* 6.2

Jennings vs. Vincent & SHA  
# 85-13885

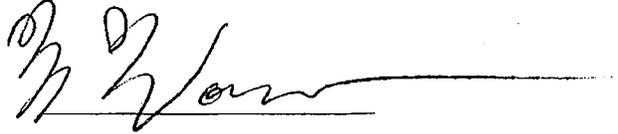
Trial: Small Claims : 2/12/09 : 1:30 P.M.  
E-326

DECLARED STATEMENT

I, Michael Wonsower, subject to the penalties of law for perjury, hereby declare the following to be true and correct to the best of my knowledge:

1. I am a resident at The Bell Tower Apartments and reside in unit # 1105;
2. During August of 2007 my wife and I entered the lobby area on the first floor of the Bell Tower Apartments;
3. As I passed through the entrance a dog I later knew to be named "Skoshi" ran up to me and bit me in my lower right calf;
4. The owner Ray Vincent was present in the lobby as well;
5. During my tenancy I frequently saw Vincent and Skoshi in the lobby area where Skoshi often moved about without a leash;
6. There was one prior incident to my being bitten by Skoshi where he advanced on me aggressively as I entered the lobby area;
7. I did not know that my neighbor Kenneth Jennings had also been bitten by Skoshi until tonight (02-10-2009) when he passed me an informational flyer about his bite incident and small claims suit.
8. When he passed me the informational flyer I informed him about my two experiences with Skoshi and Vincent for the first time.

Dated this 10<sup>th</sup> Day of February, 2009.



Michael Wonsower

RECEIVED  
09 FEB 11 AM 11:28  
KING COUNTY  
DISTRICT COURT  
SEATTLE DIVISION

EX # 7

1  
2  
3 Declaration

4 I, Linda Swapp, declare the following to be true and correct to the  
5 best of my knowledge:

- 6
- 7 1. I am over 18 years of age, competent to testify and have no monetary  
8 interest in this case;
  - 9 2. I reside at the Bell Tower Apartments where I have lived for many  
10 years;
  - 11 3. During the year 2007 I was aware that another Bell Tower tenant Ray  
12 Vincent owned a dog named "skoshi" and I occasionally saw Vincent and  
13 Skoshi while entering and leaving the Bell Tower Apartments, and  
14 while using the building elevators to access my apartment on the 11<sup>th</sup>  
15 floor;
  - 16 4. During that time period I had several incidents on the elevator  
17 during which Skoshi growled at me for no apparent reason;
  - 18 5. I was also aware that he occasionally growled at other tenants in the  
19 lobby area of Bell Tower where the buildings mail boxes and the  
20 Manager's office are located.

21  
22  
23  
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26  
Dated this 9<sup>th</sup> day of February 2009

  
Linda Swapp, 2215 1<sup>st</sup> Avenue  
Seattle, WA 98121

EX # 8

To: Seattle Housing Authority  
Management Staff  
Bell Tower Apartments

October 23, 2007

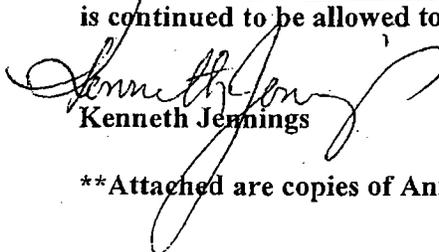
From: Kenneth Jennings  
Tenant Apt. 1107  
Bell Tower Apts.

Re: Complaint as per section 11 of House Rules

On 9-26-07 while entering the building a dog in the lobby entrance area bit me. The tenant in apartment #612, Ray Vincent, owns the dog. I made a complaint with Seattle Animal Control and Mr. Vincent was cited for a violation of Seattle Municipal Code 9.25.084 for an "unprovoked bite to a human". During the initial investigation another Bell Tower tenant stated the same dog also bit her approximately 2 weeks prior to 9-26-07.

Since the incident above described I have twice encountered Mr. Vincent with his dog in the Bell Tower lobby area, including this evening when I entered the building. Obviously SHA has failed to prevent a dog that has bitten two tenants from being on the premises. I claim that SHA's failure in this regard violates section 14 a. of the lease agreement that in pertinent part requires SHA to maintain the building, including the "common areas" in a "safe" condition. I also claim that Mr. Vincent has violated section 11 of SHA's Pet Policy which requires pet owners to maintain their pet in such a manner as to prevent the animal from being a threat or nuisance to residents.

SHA in my opinion has an affirmative duty to investigate this complaint and determine whether Mr. Vincent's dog has bitten two residents in the Bell Tower Apartments. If SHA determines this complaint to be true then it has an affirmative duty to take immediate steps to remedy this problem or to explain why Mr. Vincent is continued to be allowed to keep his dog in Bell Tower common areas.

  
Kenneth Jennings

**\*\*Attached are copies of Animal Control citation, report and pictures of dog bite\*\***

EX #9.1

Ms. Evette Long &  
Ms. Sarah Van Cleve  
SHA Management  
Bell Tower Apts.

October 31, 2007

Re: Complaint Against Ray Vincent & His Dog

Please be advised that I will report all of my encounters with Mr. Vincent and his dog in Bell Tower common areas until such time that my complaint is fully resolved. Since the date that the dog bit me on 9-26-07 I've now encountered them four times. The last two encounters were as follows:

1. At 11:00 pm on 10-30-07 I rode the elevator down from the 11<sup>th</sup> floor. Vincent and his dog got on the elevator on the 6<sup>th</sup> floor. The dog got within one foot of my leg and was struggling against his leash. I got out of the elevator on the 6<sup>th</sup> floor and took the next available one down;
2. Tonight (10-31-07) at 9:45 pm I entered the lobby and encountered Vincent and his dog as they were getting off the elevator and I was getting on.

I repeat my earlier stated sentiment that a dog that has bitten two tenants without provocation has no business in the common areas of this building. It is clear to me that Mr. Vincent does not comprehend the seriousness of his dog's conduct. Mr. Vincent also demonstrated extremely poor judgment in putting the dog inside the confined space of the elevator with me under the circumstances. His dog inflicted 5 puncture wounds to my leg, drew blood, and was cited for an unprovoked bite to a human by Seattle Animal Control. My continually encountering Mr. Vincent and his dog under these circumstances is a continuous provocation. I urgently request that you take steps to remedy this problem immediately. I also request that you inform me as to what those steps are so that I can be assured that progress is being made towards a satisfactory resolution.

Sincerely,

  
Kenneth Jennings

EX#9.2

1 Kenneth Jennings  
2 2215 1<sup>st</sup> Ave # 1107  
3 Seattle, WA 98121

RECEIVED

09 FEB -9 PM 1:09

4 King County District Court  
5 West Division  
6 KING COUNTY  
7 DISTRICT COURT  
8 SEATTLE DIVISION

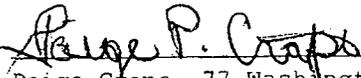
5 Kenneth Jennings, ) Case No.: 85-13885  
6 )  
7 Plaintiff, ) Sworn Declaration of Paige Crapo  
8 ) Process Server  
9 vs. )  
10 Ray Vincent & The Seattle Housing )  
11 Authority, ( Sarah Van Cleve )  
12 )  
13 Defendants )

14 Declaration

15 I, Paige Crapo, declare the following to be true and correct to the  
16 best of my knowledge and subject to the penalty of law for perjury:

- 17 1. I am over 18 years of age, competent to testify and have no monetary  
18 interest in this case;
- 19 2. Kenneth Jennings retained me to serve the Notice of Small Claims and  
20 an attached 3 page Complaint to defendants Ray Vincent and Sarah Van  
21 Cleve on 12-23-2008;
- 22 3. I served Ray Vincent at the Olive Ridge Apartments on 1700 17<sup>th</sup>  
23 Avenue. Olive Ridge Apartments are an SHA low income public housing  
24 project managed by Sarah Van Cleve. I entered the building and went  
25 to Vincent's unit # 314. After knocking on the door I heard a dog  
26 growling and snarling inside the unit. Mr. Vincent refused to accept  
the documents for service. Mr. Vincent followed me out of the  
building into the street and then accepted service of the documents  
from me personally;
4. I personally served the Notice of Small Claims to defendant Sarah  
Van Cleve by delivering copies to the SHA main office and to Van  
Cleve's office at the SHA operation Support Center. Office  
receptionists at both offices accepted service.

27 Dated this 9<sup>th</sup> day of February 2009

28   
29 Paige Crapo, 77 Washington st.  
30 Seattle, WA 98104

31 Declared Statement of Paige Crapo Page 1 of 1

EX# 10

To Whom It May Concern

The information of the agent who receives tort claims for the Seattle Housing Authority is not recorded in the King County Auditor's Office.



Yaeko Rojnuckarin

Office Manager

King County Auditor's Office

Rm W-1033 King County Courthouse

516 Third Avenue

Seattle, WA 98104

1-20-2009

EX#11

1 Kenneth Jennings  
2 2215 1<sup>st</sup> Avenue #1107  
3 Seattle, WA 98121  
4 206-723-6902/kenj662003@yahoo.com

FILED  
COURT OF APPEALS DIV. #1  
STATE OF WASHINGTON

2010 JAN 22 PM 1:28

5 **IN THE COURT APPEALS, DIVISION NO. 1,  
6 OF THE STATE OF WASHINGTON**

6 **Kenneth Jennings,**

7 **Petitioner,**

8 **vs.**

9 **The Seattle Housing Authority ("SHA"),**

**Respondent.**

) **Case No.: 63608-1-I**

) **PROOF OF SERVICE**

10 **Proof of service**

11  
12 Kenneth Jennings, subject to the penalties of law for perjury, hereby declare that a  
13 Copy of **Appellant's/Petitioner's Brief** in the above-entitled cause, with all of 11  
14 **attachments marked as exhibits**, has been personally served and delivered to  
15 Respondent the Seattle Housing Authority's ("SHA's") legal counsel Don Means at  
16 SHA's Offices located at 120 Sixth Avenue North, P.O. Box 19028, Seattle, WA  
17 98109 on Monday January 22<sup>nd</sup>, 2010.

18 Dated this 22<sup>nd</sup> day of January, 2010

19   
KENNETH JENNINGS  
2215 1<sup>ST</sup> AVENUE # 1107  
SEATTLE, WA 98109