

69603-3

69603-3

RECEIVED
King County Superior Court Clerk's Office

JUN 17 2013

Cashier Section
Superior Court Clerk

NO. 69603-3-1
12-2-30597-8KNT
COURT OF APPEALS
STATE OF WASHINGTON
DIVISION I

FRANCINE PALMER-BENJAMIN

Appellant/Defendant,

v.

COMPASS HOUSING ALLIANCE

Respondent/Plaintiff,

APPELLANT, FRANCINE PALMER-BENJAMIN
OPENING BRIEF

X
2013 JUN 17 PM 2:25
COURT OF APPEALS DIV
STATE OF WASHINGTON

Francine Palmer-Benjamin
8331 Wabash Avenue South
Apt# 2
Seattle, Washington 98118
206-790-8862

TABLE OF CONTENT

Restatement of the Case.....1

Summary of Argument.....2

Argument.....6

Standard of Review.....6,8,10

The court erred in its decision not to hear Ms. Palmer-Benjamin motion to stay enforcement of writ of restitution. The court admitted it never read the motion nor the evidence. The court stated: for purposes of this hearing, your relief is denied The court obviously feels it has no responsibility to read the motions, pleadings and evidence that come before it.....2,3

RCW 74.04.004 defines fraud as the intentional deception or misrepresentation made by a person with knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person.....4

RCW 9a.76.175 defines a person who knowingly make a false or misleading material statement to a public servant is guilty of a gross misdemeanor. Material Statement means a written or oral statement reasonably likely to be relied upon by a public servant in the discharge of his or her official power or duties..9

RCW 59.12.030 (3) defines unlawful detainer when he or she continues in possession in person or by subtenant after default in the payment of rent, and after notice in writing requiring the alternative the payment of the rent or the surrender of the detained premises served (in manner in RCW 59.12.040 provided) in behalf of the person entitled to the rent upon the person owing it, has remained uncomplied with for the period of three days time after the rent become due.....10

TABLE OF AUTHORITIES

STATUTES

RCW 74.04.004.....4
RCW 9a.76.175.....9
RCW 59.12.030 (3).....10

ATTACHMENTS

RENTAL LEASE CONTRACT.....35

1. RESTATEMENT OF THE CASE

Francine Palmer-Benjamin and Compass Housing Alliance Veteran Complex, Renton, Washington entered an Apartment Rental Lease Contract for residential property in King County dated August 6, 2011. The parties signed a Federal Low-Income Housing Tax Credit Program and that is tenant (veteran) agree participate in a yearly Annual Income Re-Certification is year during the tenant (veteran) anniversary month, As stated on page 37 and 38 of Rental Lease Contract.

The annual income re-certification forms would be given to the tenant to completed and if necessary to provide supportive documentation as stated in the Tax Credit Lease Rider (page 8a) during the tenant anniversary months and implemented.

Compass Housing Alliance issued Ms. Palmer-Benjamin a 10-Day Notice To Comply With Lease Or Quit Premises dated August 24, 2012. The employee (Peter Madril) is the author of the 10-Day Notice, which falsely claimed that Ms. Palmer-Benjamin that her annual recertification is prior to her anniversary month.

**Ms. Palmer-Benjamin ask for the required annual forms
Compass Housing Alliance staff refused to give her the forms, as
required and stated in the Tax Credit Lease Rider, portion of the
rental Lease Contract.**

**Ms. Palmer-Benjamin was served with a Eviction Summon
and a Complaint For Unlawful Detainer dated September 18,
2012.
On October 25, 2012 the court issued a Writ Of Restitution against
Ms Palmer-Benjamin.**

**On November 2, 2012 Ms. Palmer-Benjamin filed a motion
to vacate judgment/ to stay enforcement of the writ of restitution.
The court having reviewed the motion and declaration, filed by
Ms. Palmer-Benjamin. The court issued an Order To Show Cause
And To Stay Enforcement Of Writ Of Restitution hearing set for
November 9, 2012 in the Superior Court, in Seattle,WA.**

November 9, 2012 Hearing

**At the November 9, 2012 hearing, Ms. Palmer-Benjamin,
began her presentation and she was immediately interrupted by
the court stating it didn't know what I was talking about RP 2:12.**

By the court own admission it never read the motion that was now before it (To stay enforcement of the writ of restitution) The court stated that just because I filed the motion doesn't mean he get them. RP 4:12-17. The court let it be known that it never took the time to read the evidence (Rental Lease Contract) that was right in front of it, Ms. Palmer-Benjamin gave the court an extra copy of rental lease contract, which the court to the side. RP 4:20-22. If the court would have put a little effort in reading the rental lease contract, it may have realized that it was virtually impossible for me never violated the terms of my rental lease contract and that the 10-day notice was nothing more than a fraudulent document fabricated intentionally to deceit the court.

It was oblivious that this court doesn't hold with the believe that it has a judicial responsibility to at least read the motions, pleadings, and evidence that comes before it. The court stated that it is not going to hear this motion and will deny it. RP 4:25,RP 5:1

II. SUMMARY OF ARGUMENT

Ms. Palmer-Benjamin rented an apartment from Compass Housing Alliance on August 6, 2011, as part of her lease contract agreement, she would be required to complete a annual income re-certification during her anniversary month (August) and that Compass Housing Alliance would be responsible for giving her the necessary re-certification forms.

The 10-Day notice to comply with lease or quit premises dated August 24, 2012, falsely states that Ms. Palmer-Benjamin annual re-certification is PRIOR to her anniversary month of August . The person (Peter Madril) fabricated the 10-day notice was done to intentionally made it appear that I was in violation of my lease, which was used to deceit the court, by replacing the word DURING with Prior, which is fraud pursuant to statute RCW 74.04.00 which 'defines fraud as the intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person'. Compass Housing Alliance refused to give Ms. Palmer-Benjamin the re-certification forms as required in the Tax Credit Lease Rider. (See page)

Because the 10-Day Notice To Comply With or Quit Premise was written to deceit, and misrepresent the true language of the lease contract RCW 59.12.030.(4) wasn't written to give legitimacy to a document that seek to deceit and to intentionally misrepresent .material facts.

Compass Housing Alliance attorney(s) knowingly filed the fraudulent 10-Day Notice (Exhibit-A-page) in their unlawful detainer compliant against Ms. Palmer-Benjamin, so as to deceit the court and to misrepresent the material facts to the court in order to win a judgment against Ms. Palmer-Benjamin.

Ms. Palmer-Benjamin was never in default of her monthly rent payments and that is why she was never served the statutory 3-Day Notice To Pay Rent or Vacate Premises as required under RCW 59.12.030(3) and that is why the mandatory 3-day notice doesn't appear in any court filings.

Since the writ of restitution flows from misrepresentation of material facts, fraud and deceit the judgment is voidable, and since it stem from illegal means, it doesn't matter who signed it.

III. AUGUMENT

A. Standard of Review and burden of proof.

The record consists of written material and arguments of attorney Michael S. Walsh, for respondent/plaintiff and Ms Palmer-Benjamin. Ms. Palmer-Benjamin was evicted from her apartment and a writ of restitution was issued against her.

She argues that her eviction, the issuance of the writ of restitution against her was obtained by means of fraud, deceit and the intentional misrepresentation of material facts in the unlawful detainer complaint falsely brought against her. The rental lease contract, which the court had in its possession at the November 9, 2012 hearing RP 4:21-22 since the court make the decision to not to read the evidence in front of it, the court may have realized that Ms. Palmer-Benjamin was never in violation of the terms of her rental lease contract, and Compass Housing Alliance refusal to give her the recertification forms as required under the Tax Credit Lease Rider of the rental contract, was a lease contract violation by Compass Housing Alliance.

One of the issues the court is being asked to decide is the issuance of a writ of restitution that was obtained by intentional misrepresentation of material facts, deceit and fraud.

What makes the 10-day notice to comply with lease or to quit premises such a fraudulent document, is the fact that it was written to falsely accuse Ms. Palmer-Benjamin of violating the terms of her lease contract. The author of the 10-day notice put the word Prior in place of the actual word During which is the actual language in the lease contract.

What the lease contract actually says on pages 37-38 is as follow: Income Recertification; Federal regulations require that participant eligibility be verified on continuing basis. Therefore, participant agrees to comply with the annual re-certification, Ms Palmer-Benjamin annual re-certification is to be completed and Implemented During resident's anniversary month.

By using the word Prior in the 10-day notice falsely make it appear that Ms. Palmer-Benjamin was in violated of the terms of her lease contract, which she wasn't and there is no evidence to support such a unfounded allegation.

RCW 74.04.004 defines fraud as the intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person. The 10-day notice meet the mean definition of fraud the law.

The attorney for Compass Housing Alliance willfully and constantly made, what he knew were false allegations by stating that Ms. Palmer-Benjamin was given a packet of re-certification forms by a staff member of Compass Housing Alliance and that a packet can back having no signature page RP 7: 1-8. No such ever occurred and neither Mr. Walsh, nor any staff member at Compass Housing Alliance can produce one shred of evidence to substantiate anything Mr. Walsh says.

Counsel falsely stated to the court, Ms. Palmer-Benjamin re-certification process was make complicated by her, because she brought a no contact order, an anti-harassment case against the landlord (Compass Housing Alliance). RP 6:22-25. This is another prime example of the counsel dishonesty. Counsel can't produce one piece evidence to substantiate such a patiently false claims, this demonstrate the lack of credibility counsel has.

RCW 9a.76.175 defines a person who knowingly make a false or misleading material statement to a public servant is guilty of a gross misdemeanor. Material Statement means a written or oral statement reasonably likely to be relied upon by a public servant in the discharge of his/ her official power or duties.

The statute is applicable in this case, the attorney for Compass Housing Alliance, has constantly and knowingly made false, and misleading statements to the court which reasonably be relief upon by the court in making it ruling. November 9, hearing, RP 7: 13-15 Mr. Walsh states that Ms. Palmer-Benjamin went to some office to tendered her September rent payment it was refused. His statement is totally false. Ms. Palmer-Benjamin never goes to an office She always mail her rent payments to the address below:

**Compass Housing Alliance
Administrative Offices
77 S. Washington Street
5th Floor
Seattle, WA. 98104**

Compass Housing Alliance attorney display of making what he knows to be false statements, point to his lack of honesty.

The matter of rent payments is at issue in this case. pursuant to RCW 59.12.030 (3) and as a jurisdictional condition precedent to an unlawful detainer action, where a tenant is in default in payment of rent, RCW 59.12.030 (3) requires that the tenant be served with a written notice to pay rent or; in the alternative, vacate premises within three day from the date of service. The 3-day notice is mandatory whether the landlord wants the rent or just want the tenant out and does not want want rent.

Ms. Palmer-Benjamin argues she was never in default in rent payments and under RCW 59.12.030(3) she was never served the mandatory three day notice to pay rent or vacate the premises. Under the law Ms. Palmer-Benjamin can not be compel to pay Compass Housing Alliance for something she doesn't owe, regardless of the fraudulent allegations brought against her.

There is absolutely no evidence that Compass Housing Alliance can produce to substantiate their allegations against Ms. Palmer-Benjamin.

IV. CONCLUSION

Since the writ of restitution flows out of fraud, which the 10-day notice to comply with lease or quit premises was written in such a way to intentionally misrepresent the language in the actual lease contract by changing the word During to Prior is an oblivious tactic of deception to falsely claim that the required re-certification for Ms. Palmer-Benjamin was earlier than what is actually stated in her lease contract.

The fact she was never giving the re-certification forms by Compass Housing Alliance, which violates the term set-for under the Tax Credit Lease Rider section of the lease contract.

Their is no evidence to support the allegations that Ms. Palmer-Benjamin was ever in default of rent payment, she was never served the statutory three day notice to pay rent or vacate premises pursuance to RCW 59.12.030 3)

The available evidence shows that the writ of restitution was obtained by fraud, deceit and misrepresentation of material facts and therefore it is voidable.

TAX CREDIT LEASE RIDER
(to be attached to resident lease)

Property Name: Compass Veteran's Center-Renton Unit: 467

Applicant/Resident Name: FRANCINE BENJAMIN

Dear Applicant or Existing Resident:

Summary

The owner(s) of this property rents residential units under the federal Low-Income Housing Tax Credit Program (the "program") as administered by the Washington State Housing Finance Commission (the "Commission"). Under the program, the owner(s) can qualify for federal IRS tax credits by renting some or all of the units in the property to low-income households and restricting the rents for those units. In addition the owner may have agreed to reserve some of the units in the property for households or persons with special needs. (See the special-needs section below.) This rider was prepared to help residents understand the program.

Income and Rent Limits

The Commission gives the owner(s) new income and rent limit tables each year. This property has agreed to reserve some or all of the units for households at or below the 30, 35, 40, 45, 50 or 60% income limits found on these tables. The rent tables show the maximum rent a property can charge for a unit based on a household's income, number of bedrooms in the unit or the number of people in the household. Some properties have more than one income limit. Ask the property representative for specific information.

Annual Recertification

To be eligible for a rent- and income-restricted unit, all income and assets of any household members 18 years and older must be documented and verified. The owner(s) or manager of this property will give you the required forms to declare and verify income and assets from all sources. They may also ask you for supporting documentation. The program requires each existing household to **recertify** or complete a new set of the required forms at least once every 12 months.

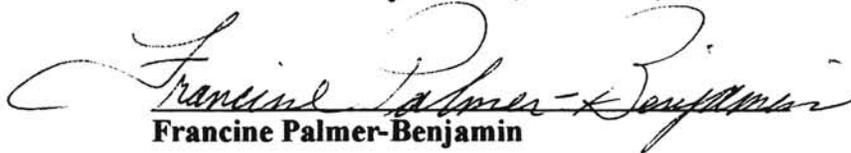
Since this program involves IRS tax credits, the Commission and everyone involved with this program is under growing pressure to prevent fraud. Your forms must be prepared carefully, with every question answered. Annually, you will be signing a document under penalty of perjury, saying that the information and verifications submitted are correct. Households who do not properly complete their paperwork may not qualify for residency or may be required to vacate their income- and rent-restricted unit.

A property that has more than one income/rent limit can switch a household to a higher or lower income/rent limit, based on the household's income at recertification. Ask the property representative for specific information.

Ja.

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

Dated this 17th day of June, in Seattle, WA.


Francine Palmer-Benjamin



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

FRANCINE PALMER-BENJAMIN
Appellant,

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

vs

CERTIFICATE OF SERVICE

COMPASS HOUSING ALLIANCE
Respondent(s), }

I certify under penalty of perjury under the laws of the State of Washington that,
on the 17th day of June, 2013, I hand delivered a copy of the foregoing

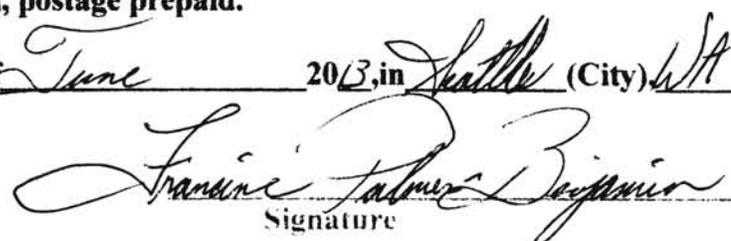
document(s) Appellant's Opening Brief to Respondent(s)
Attorney(s) Justell & Redford PLLC at 901 5th Avenue
Ste # 800, Seattle, WA 98164

On the 17th day of June, 2013, I mailed a true copy of the foregoing

document(s) Appellant's Opening Brief to Respondent(s) Attorney(s) at
Justell & Redford PLLC, 901 5th Ave Ste # 800, Seattle, WA 98164

by regular mail/certified mail, postage prepaid.

Dated this 17th day of June, 2013, in Seattle (City), WA (State)


Signature

Lease

Case Management and Transitional Housing Agreement

Purpose of Case Management and Transitional Housing Agreement

The Compass Veterans-Renton is service enriched housing program for homeless veterans with or without children. Residents are expected to make the best use of their time to address the issues that have led to this period of homelessness and to establish a stable living situation. The following program components are designed to help you achieve this goal:

- Case management staff members will help you define your goals, plan ways to remove barriers to achieving them, support success in achieving goals and other support and assistance.
- Clinical services such as mental health and addictions counseling are often components of this plan and may be required for continued participation.
- Service enriched housing is made available by the Compass Housing Alliance with the assistance of VA Grant Per Diem and Veterans Affairs Supported Housing and King County.

The Compass Veterans Center-Renton program is dependant on cooperation among residents and between residents and staff. As a resident you have both rights and responsibilities; by signing this agreement you (the resident) are making a commitment to uphold the responsibilities toward achieving stability, safety, structure and support.

This Case Management and Transitional Housing Agreement is made and executed on this 6 day of AUGUST, 2011 by and between **The Compass Housing Alliance, a Lutheran Organization** and FRANCINE BENJAMIN Resident.

Judge decided to ignore the dates on contract

Terms of Case Management:

As a participant in the Compass Veterans Center-Renton Program, residents agree to make progress toward stability, safety, structure and support and to adhere to the ***Rights and Responsibilities*** (see attachment) as a condition of all the services offered here.

Resident also agrees to:

- 1) **Treat all others (staff, volunteers, residents, etc.) with respect.** Mutual respect is necessary in order for the Compass Veterans Center-Renton program to be a safe place for all. We welcome and support residents of various abilities, economic, social, racial, religious backgrounds and sexual orientations.
- 2) **Actively participate in case management by:**
 - a) completing an initial case management plan;
 - b) meeting with your assigned Compass Veterans Center-Renton case manager at least once per week for goal setting, problem solving, decision making, information and referrals;
 - c) making progress on your goals and discussing barriers to their completion with a case manager;
 - d) complying with VA and other clinical services' requirements;

- e) provide documentation of accomplishments for your weekly progress report.

3) Utilize Clinical Services

- a) To meet with a chemical dependency counselor to complete a sobriety plan if you have a recent history of drug or alcohol abuse (within the past six month, not including time incarcerated or in in-patient treatment). Your sobriety plan includes attendance at support groups and/ or counseling sessions each week for the duration of your stay;
- b) To meet with a mental health practitioner at the request of staff. You may be required to participate in an evaluation by a mental health practitioner on site or at the VA. Based on those recommendations, you may be required to continue to access mental health services including, but not limited to, taking prescribed medication;

Termination of Case Management Services

This Transitional Housing and Case Management Agreement may be terminated by management under the following terms and conditions:

Terms of Housing Component:

1) **Property:** As part of a services enriched housing program the above named participant will have the use of one unit of a 58-unit facility, The Compass Veterans Center- Renton. Before the participant moves in, both management and participant shall inspect the unit. By signing this agreement, the resident acknowledges that the unit is in safe, clean and good condition. The resident agrees that all equipment is in good working order, except as described herein.

2) **Term:** The housing will be available to participants in the case management program. Participants who remain in compliance with the case management program will be provided with housing in Compass Veterans Center-Renton for a term beginning on the 6 day of AUGUST, 2011 and terminating when the resident is no longer in need of or interested in participating in case management and other services. Participant and management agree that if participant obtains other long term housing prior to the expiration of this agreement, it may be terminated on 20 days written notice.

3) VA Grant and Per Diem Program

This agreement is an agreement between the resident and the management. The management is providing the contract unit to the resident for occupancy by the resident with assistance for a tenancy under the grant per diem program of the Veteran's Administration. The VA may terminate program assistance for the veteran for any grounds authorized in accordance with VA requirements. If the VA terminates program assistance for the veteran, the agreement terminates automatically.

Income Recertification: Federal regulations require that participant eligibility be verified on a continuing basis. Therefore, participant agrees to comply with the annual re-certification

procedures and occupancy requirements. All participants will have income verified annually. The participant will be notified of the procedure, which must be completed and implemented during the resident's anniversary month.

4) Rent Payment

a) Once the veteran has provided proof of income eligibility, verification of homelessness, a DD214 form and has been approved by the VA and RHA, has completed tax credit documents and has been assigned a Compass Veterans Center case manager, they will begin their residency by signing this lease and paying a monthly rent payment.

b) The total monthly rent payable to the management during the initial term of the housing agreement shall be \$296.⁰⁰ per month. In no event will monthly rents exceed 30% of the Resident's verified income, exceed 30% of the King County median income as defined by HUD or any other income restrictions applicable to the project. There will be a rent cap determined annually by the WSHFC.

c) Each month shall be considered as having 30 days for the purpose of rental computations. Charges for partial periods of occupancy shall be one-thirtieth (1/30) of the monthly charge for each day in the partial period(s).

2nd → d) The rent payment is due in advance on or before the fifth day of each month. The rent payment will be delivered in person to the case management office or any other person or place designated in writing by management. *Peter Madril isn't a Case Manager, nor is there any*

e) The rent payment shall be by cash, money order or, if approved by program manager, a personal check. *thing in this Rental Lease Agreement says he is.*

f) As part of the program, you are encouraged to save at least 10% of your income.

g) Resident shall be in default under this agreement if the rent is not paid in full by the end of the fifth (5th) day of the month. If the Compass Housing Alliance is not able to cash a money orders or check provided by the resident the resident will be in default. In addition to the rent, all bank fees and other costs incurred by The Compass Housing Alliance will be due from the resident upon notification by the management. In addition to such fees or in the case of a late payment resident agrees to pay to management the sum of \$10.00 plus \$1.00 per day starting the sixth (6th) day of the month as a late charge for each breach of this condition and to compensate the agency for the administrative expenses incurred in processing the late payment. Late payments will be capped at \$20.00 per month.

4) **Utilities:** All utilities are included in the monthly rent and will be paid by the Compass Housing Alliance.

5) **Keys and Locks:** Residents are not to install different locks or additional locks. Lost keys will be replaced at no cost on a one time only basis after which there will be a \$12 replacement fee. Keys are not to be duplicated.

6) Maintenance and Housekeeping

Resident agrees to:

a) Keep his or his or her unit clean

- b) Use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c) Keep grounds and common areas of the building clean and free from litter;
- d) Not destroy, deface, damage or remove any part of the unit or common areas, including fixtures or furniture;
- e) Not install nails, screws or foam adhesive tape, contact paper, wallpaper or paint at any time
- f) Not exhibit, inscribe, paint or affix any sign, advertisement, or other lettering on any part of the outside or inside of the unit
- g) Give management prompt written notice of any defects in the plumbing, fixtures, appliances and heating equipment or any other part of the units or related facilities; and
- h) Remove garbage and other waste from the unit in a clean and safe manner.

7) Hazards

- a) **Fire Hazard:** Residents are expected to take every precaution to prevent fires. Paints, oils, gasoline or other flammable materials will not be permitted to be stored in the unit or anywhere on the premises.
- b) Tampering with a smoke detection device is strictly prohibited.
- c) **Outside Areas:** Personal property, linens, clothing, etc., shall not be left in any of the public areas or on any window, door, deck or landing. Exterior windowsills and ledges shall not be used for storage of bottles, food, etc. Nothing shall be thrown or dropped by resident, or guests from the windows, doors, passageways, or hallways.

8) Inspections and Entry of Unit

- a) A monthly inspection of the unit may be conducted to check for cleanliness and compliance with health and safety standards. If the unit is not in a satisfactory health, safety and/or general condition, an unsatisfactory notice will be issued. If 3 (three) notices are issued during the term of this agreement, it may be grounds for termination.
- b) A monthly inspection will be conducted to perform scheduled maintenance of plumbing, fixtures, appliances, heating and cooling equipment.
- c) Resident shall be given a two (2) hour verbal notice setting forth the day and time of the inspection or entering of unit. Such entry may be made only during reasonable hours. If resident fails to be present at the designated date and time, then management shall conduct the inspection on its own.
- d) Resident agrees that a duly authorized employee, contractor, or representative of management shall be permitted to enter resident's unit for the purpose of routine inspections, or for making improvements or repairs only during reasonable hours and when resident is given a two (2) hour verbal notice of entry.
- e) Management will have the right to enter a resident's unit without prior notice to resident if management reasonably believes that an emergency or substance abuse condition exists, which requires such entry.
- f) If resident requests entry of premises by management for any purpose, management may enter without verbal notification being sent to resident.

9) **Occupancy of a handicapped unit:** If a non-handicapped participant accepts a handicapped unit he or she agrees to transfer to another unit in order to accommodate a handicapped person when asked to do so by the management.

10) **General Restrictions:** Residents must occupy the premises. Residents shall use the premises only as a private dwelling for themselves. Resident cannot sublet or assign the unit or any part thereof, or any interest therein

11) **Abandonment of Unit:** In the event that the rent payment is unpaid and other factors exist tending to suggest that the resident has moved from the premises, management may presume that the unit and its contents have been abandoned. If resident abandons and /or vacates the premises, then management will dispose of the contents thereof in accordance with state law.

12) **Appeal for termination of services**

a) Agency staff will provide written notice of violation of rules and other provisions of this agreement. Except in the case of illegal activity, violence, abuse or drug/alcohol use in the facility, staff will employ a system of progressive notices.

i) The initial step(s) will be a verbal clarification of the rule or provision and in cases of house keeping or missed meetings a citation.

ii) The second step will be written warning describing the behavior and the rule/provision violated

iii) The final step will be a notice of termination of program services and three day notice to vacate the facility.

b) The *Compass Housing Alliance Grievance Procedure* will be the only mechanism for internal appeal. Residents facing termination must make their appeal in writing. Appeals may dispute the facts or explain any special circumstances that the resident wishes to be considered. Appeals should be delivered to management staff before the expiration of the three-day notice period for prompt resolution.

c) Residents may negotiate a behavior contract with their case manager for consideration by the case management team and the program coordinator in cases all parties believe that improvement is likely to occur.

d) No appeals will be considered for violence, menacing, pornography, sexual harassment or drug/alcohol possession or use in the facility.

e) If appeal is denied the resident is expected to leave by the time and day indicated on the termination of services notice.

f) If the resident does not leave the premises within the time frame allowed management may take action to remove the participant from the property by court order under the unlawful detainer provisions of the RCW 59.12.

13) **Attachments to this Agreement**

Resident certifies that a copy of this Agreement has been received, along with the following Attachments to this Agreement and resident understands that these attachments are part of this Case Management and Transitional Housing Agreement and are material terms of this agreement.

Attachment 1 – Case Management Plan

Attachment 2 – Compass Housing Alliance Client Grievance Procedure

Attachment 3 – Rights and Responsibilities (GPD and VASH)

I HAVE READ AND DO UNDERSTAND AND HEREBY AGREE TO THE PROVISIONS OF THIS CASE MANAGEMENT AGREEMENT AND TO THE CONDITIONS OF OCCUPANCY SET FORTH IN THIS AGREEMENT.

| | | |
|-------------------------------|--|--------------------|
| <u>Francine Palmer-Doyano</u> | <u>[Signature]</u> | <u>AUG 06 2011</u> |
| Applicant name | Signature | Date |
| Management | <u>[Signature]</u> <u>PETER MARSH</u> | <u>AUG 06 2011</u> |
| | Signature | Date |

Attachment 1

The Compass Veterans Center-Renton

CASE PLAN

PARTICIPANT _____ **DATE** _____

PLANNED EXIT DATE _____

| FOCUS | OBJECTIVE | STRATEGY | TIME |
|--------------------------|---|--|---|
| Housing | To obtain a 1 bed/studio low income apt in Seattle | Apply for housing and follow thru with appts Save \$ for deposit/rent and move in items Ascribe to Compass Center rules for a positive housing reference | 1 year PHG, SHA, Wi LIHI, Ti CHIPP, VASH |
| Sobriety | Stay clean and sober | Go to AA meetings, ATC groups Obtain sponsorship | On goin |
| Mental Health/Relaxation | Emotional stability/stress reduction | Take psych meds, 1:1 counseling, group therapy, relaxation exercises | On-Goit |
| Income /Debt | Obtain a more stable source of income, eliminate debt | Apply for SSI, VA Pension, payment plan for debts | 6 month |
| Physical Health | Increase quality of life , alleviate pain issues | Follow doctors orders, exercise plan, take medications, eat healthily, dental care, glasses, | On goin |
| Legal | Stay out of jail | Comply with Probationary requirements, pay court fines, child support, traffic fines, | 1 year |
| Recreation/Su | Have fun! Obtain a healthy positive | Develop hobbies, go on field trips, | On goin |

| | | | |
|-----------|----------------------------|--|--------|
| pport | support network | learn better communication skills, foster positive interpersonal relationships, spirituality | 1 year |
| Education | Enroll in school, HIP, CCA | Obtain certificate, computer skills | |

PARTICIPANT SIGNATURE _____ **DATE** _____
CASE MANAGER _____ **DATE** _____

Attachment 1 – Case Management Plan

Attachment 2 – Compass Housing Alliance Client Grievance Procedure

Attachment 3 – Rights and Responsibilities (GPD and VASH)

I HAVE READ AND DO UNDERSTAND AND HEREBY AGREE TO THE PROVISIONS OF THIS CASE MANAGEMENT AGREEMENT AND TO THE CONDITIONS OF OCCUPANCY SET FORTH IN THIS AGREEMENT.

| | | |
|-------------------------------|-------------------------------|--------------------|
| <u>Francine Palmer-Dunham</u> | <u>Francine Palmer-Dunham</u> | <u>AUG 06 2011</u> |
| Applicant name | Signature | Date |
| | <u>PETER MARSH L</u> | <u>AUG 06 2011</u> |
| Management | Signature | Date |

Attachment 3

**Residents' Rights and Responsibilities
(GPD)**

You have the right to live in a stable, safe, structured and supportive environment.

It is your responsibility to read, initial and adhere to the following:

- ◇ Abstain from the use of alcohol and drugs (unless prescribed) while living in the Veterans Center. Store personal medications safely and securely at all times. The staff will keep an account of all medications being taken by residents. *JAS*
- ◇ Smoke tobacco **only** in designated smoking rooms or on balconies. *JAS*
- ◇ Utilize clinical counseling services as indicated by your particular issues. This may include meeting with your assigned Compass Veterans Center-Renton case manager and/or entering or maintaining chemical dependency treatment at the VA, ATC program. Residents not already enrolled in a VA mental health program will participate in an evaluation by a mental health practitioner on site or at the VA. Based on those recommendations, you may be required to continue to access mental health services including, but not limited to, taking prescribed medication. *JAS*
- ◇ Develop and begin to implement a case plan in collaboration with your manager that can include, but not be limited to, appropriate counseling, education or employment, and a budget and savings plan, whenever possible, for the transition out of homelessness. *JAS*
- ◇ Supervise your children at all times. See *Children and Youth Program Guidelines* policy. *JAS*
- ◇ Return to the building every night by midnight. *JAS*
- ◇ Refrain from having visitors during your first thirty days. After thirty days you may have 2 visitors at any given time during the hours of 8:00 AM to 10:00 PM Mon-Thur. and from 8:00 AM to midnight on Fri-Sun. You must accompany them at all times while they are in the building and they should generally plan to visit in two to three hour periods on any given day. After sixty days residents can have an overnight guest three times per week, after giving staff 24 hour notice. All visitors must sign in at the front desk and produce photo ID, which will be photo-copied and kept on file. Any residents absent from the building for more than 72 hours will automatically be exited from the program. *JAS*
- ◇ Maintain good personal hygiene (taking showers, doing laundry, cleaning apartment, etc) and be a good neighbor to others in the building and in the surrounding neighborhood. Respect the privacy of each other and observe the hours from 10:00PM until 8:00AM as quiet hours. *JAS*

- ◇ Abstain from violence or threats of violence and/or of hate or hostility based on issues of sex, race, ethnic background, religion, age, disability, or sexual orientation. This includes sexual harassment or solicitation of other residents, guests, staff or neighbors. Keep weapons of any kind off of and away from the premises. *JAB*
- ◇ Refrain from having any pets in the building, however, service animals are allowed. *JAB*
- ◇ Participate in keeping all common areas clean. *JAB*
- ◇ Use the computers in the community areas primarily for the purposes of work, school, job searches, research, light entertainment and to stay in touch with family and friends. Viewing pornography is unacceptable and participating in internet dating chat rooms is not considered a valid use of these tools. *JAB*
- ◇ Vehicles that are not in working condition may not be parked on the premises for more than two weeks. *JAB*
- ◇ On-site laundry facilities are for resident use only. *JAB*
- ◇ The program rules and regulations described in this contract may be revised or modified by the Compass Veterans Center staff as deemed necessary. Changes will be provided to you in writing and all residents will be expected to comply with any changes. *JAB*
- ◇ Pay thirty percent of your income (or \$100 for those with zero income) as a security deposit. Upon exiting the program, you may receive this deposit back if you hand in your keys, clean your apartment, and if damages to the unit fall within "normal wear and tear". *JAB*
- ◇ Remove all belongings from the unit by move out date. Any belongings left behind will be disposed of in accordance with State law. *JAB*

Francine Palmer-Benjamin

 Resident Signature

[Signature]

 Case Manager Signature

AUG 06 2011

 Date

TAX CREDIT LEASE RIDER
(to be attached to resident lease)

Property Name: Compass Veteran's Center-Renton Unit: 467

Applicant/Resident Name: FRANCINE BENJAMIN

Dear Applicant or Existing Resident:

Summary

The owner(s) of this property rents residential units under the federal Low-Income Housing Tax Credit Program (the "program") as administered by the Washington State Housing Finance Commission (the "Commission"). Under the program, the owner(s) can qualify for federal IRS tax credits by renting some or all of the units in the property to low-income households and restricting the rents for those units. In addition the owner **may** have agreed to reserve some of the units in the property for households or persons with special needs. (See the special-needs section below.) This rider was prepared to help residents understand the program.

Income and Rent Limits

The Commission gives the owner(s) new income and rent limit tables each year. This property has agreed to reserve some or all of the units for households at or below the 30, 35, 40, 45, 50 or 60% income limits found on these tables. The rent tables show the maximum rent a property can charge for a unit based on a household's income, number of bedrooms in the unit or the number of people in the household. Some properties have more than one income limit. Ask the property representative for specific information.

of the
issue
Annual Recertification

To be eligible for a rent- and income-restricted unit, all income and assets of any household members 18 years and older must be documented and verified. The owner(s) or manager of this property will give you the required forms to declare and verify income and assets from all sources. They **may** also ask you for supporting documentation. The program requires each existing household to **recertify** or complete a new set of the required forms at least once every 12 months.

important
Since this program involves IRS tax credits, the Commission and everyone involved with this program is under growing pressure to prevent fraud. Your forms must be prepared carefully, with every question answered. Annually, you will be signing a document under penalty of perjury, saying that the information and verifications submitted are correct. Households who do not properly complete their paperwork **may not** qualify for residency or **may** be required to vacate their income- and rent-restricted unit.

A property that has more than one income/rent limit can switch a household to a higher or lower income/rent limit, based on the household's income at recertification. Ask the property representative for specific information.

10-DAY NOTICE TO COMPLY
WITH LEASE OR QUIT PREMISES

TO: Francine Palmer – Benjamin

AND ALL OTHERS OCCUPYING THE PROPERTY LOCATED AT:
419 South 2nd Street #467 Renton, WA. 98057

YOU HEREBY NOTIFIED to perform and comply with the conditions of your rental agreement for the premises in the following particulars:

You have violated the following rental agreement provisions/rules and regulations:

Income Recertification: Federal regulations require that participant eligibility be verified on a continuing basis. Therefore, participant agrees to comply with the annual re-certification procedures and occupancy requirements. All residents age 18 or older residing at Compass Veteran's Center-Renton will have income verified annually. The participant and household will be notified of the annual appointment for this process, which must be completed and processed prior to the household's anniversary month.

Annual Recertification

To be eligible for a rent- and income-restricted unit, all income and assets of any household members 18 years and older must be documented and verified. The owner(s) or manager of this property will give you the required forms to declare and verify income and assets from all sources. They may also ask you for supporting documentation. The program requires each existing household to recertify or complete a new set of the required forms at least once every 12 months.

Since this program involves IRS tax credits, the Commission and everyone involved with this program is under growing pressure to prevent fraud. Your forms must be prepared carefully, with every question answered. Annually, you will be signing a document under penalty of perjury, saying that the information and verifications submitted are correct. Households who do not properly complete their paperwork may not qualify for residency or may be required to vacate their income- and rent-restricted unit.

The following actions constituted the specific violation:

You have been given letters on 06/11/2012 and 06/19/2012 notifying you to report to the On-Site Coordinators office to start the recertification process, and at a later date sign a new lease for 2012-2013 which was due on August 5th, 2012. You have not completed the Tax Credit paperwork, nor have you started the process.

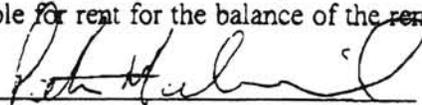
You need to do the following to comply with the requirements of this notice:

Complete the Tax Credit paperwork and sign a new lease for 2012 - 2013. All required forms and 3rd party verifications must be completed accurately and written in blue ink.

Within ten (10) days of receipt of this notice you must either comply with the particulars itemized above or else quit the above described premises and surrender possession.

If you fail to comply with your rental agreement or do not vacate the premises within ten (10) days, judicial proceedings may be instituted for your eviction. If you vacate the premises but the term of your rental agreement has not expired, you will also be liable for rent for the balance of the rental term and other costs as provided by law.

DATED: 08/24/2012


Peter Madril

On-Site Coordinator / Compass Housing Alliance

A

FRANCINE PALMER-BENJAMIN
8331 Wabash Avenue South
Apt # 2
Seattle, WA 98118- 4785
206-790-8862

June 1, 2013

The Court Of Appeals, Division I
One Union Square
800 University St.
Seattle, WA 98101

Michael S. Walsh
Puckett & Redford
901 5th Ave Ste 800
Seattle, WA 98164-2048

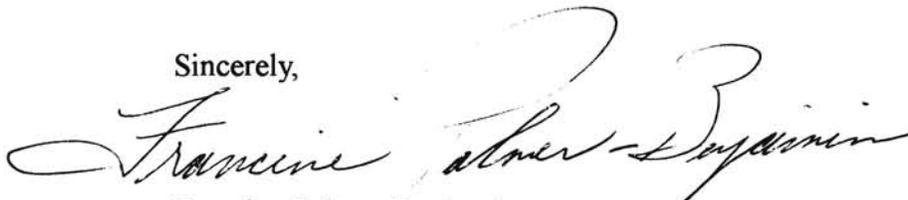
CASE# 69603-3
Compass Housing Alliance, Resp. v Francine Palmer-Benjamin, App.
KING COUNTY SUPERIOR COURT No. 12-2-30597-8 KNT

Dear Appellate Court Clerk Helen:

As per our conversation there is no Verbatim Report regarding for the hearing that what on October 25, 2012, at King County Courthouse, Kent, WA.

The is nothing on the audio tape background noises, as a result the only verbatim report is the one for November 9, 2012.

Sincerely,


Francine Palmer-Benjamin